Supplemento ordinario alla “Gazzetta Ufficiale„ n. 187 del 11 agosto 2012 - Serie generale

Spediz. abb. post. - art. 1, comma 1
Legge 27-02-2004, n. 46 - Filiale di Roma

PARTE PRIMA — **Roma - Sabato, 11 agosto 2012** — SI PUBBLICA TUTTI I GIORNI NON FESTIVI

DIREZIONE E REDAZIONE PRESSO IL MINISTERO DELLA GIUSTIZIA - UFFICIO PUBBLICAZIONE LEGGI E DECRETI - VIA ARENULA, 70 - 00186 ROMA
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N. 172

MINISTERO
DEGLI AFFARI ESTERI

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (Tabella n. 1), nonché atti internazionali soggetti a legge di autorizzazione alla ratifica o approvati con decreto del Presidente della Repubblica (Tabella n. 2).

SOMMARIO

MINISTERO DEGLI AFFARI ESTERI

ESTRATTI, SUNTI E COMUNICATI

MINISTERO DEGLI AFFARI ESTERI

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (Tabella n. 1), nonché atti internazionali soggetti a legge di autorizzazione alla ratifica o approvati con decreto del Presidente della Repubblica (Tabella n. 2).

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (pubblicazione disposta ai sensi dell'art. 4 della legge n. 839 dell'11 dicembre 1984).

Vengono qua riprodotti i testi originali degli accordi entrati in vigore per l'Italia entro il 15 giugno 2012 non soggetti a legge di autorizzazione alla ratifica ai sensi dell'art. 80 della Costituzione e pervenuti al Ministero degli affari esteri entro il 15 giugno 2012. L'elenco di detti accordi risulta dalla Tabella n. 1.

Eventuali altri accordi entrati in vigore entro il 15 giugno 2012 i cui testi non sono ancora pervenuti al Ministero degli affari esteri saranno pubblicati nel prossimo Supplemento trimestrale della *Gazzetta Ufficiale*.

Quando tra i testi facenti fede di un accordo non è contenuto un testo in lingua italiana, viene pubblicato il testo in lingua straniera facente fede ed il testo in lingua italiana, se esistente come testo ufficiale, ovvero, in mancanza, una traduzione non ufficiale in lingua italiana del testo facente fede, se pervenuta.

Per comodità di consultazione è stata altresì predisposta la Tabella n. 2 nella quale sono indicati gli atti internazionali soggetti a legge di autorizzazione alla ratifica entrati in vigore per l'Italia recentemente, per i quali non si riproduce il testo, essendo lo stesso già stato pubblicato nella *Gazzetta Ufficiale* (di cui si riportano, per ciascun accordo, gli estremi).

TABELLA N. 1

ATTI INTERNAZIONALI ENTRATI IN VIGORE PER L'ITALIA ENTRO IL 15 GIUGNO 2012 NON SOGGETTI A LEGGE DI AUTORIZZAZIONE ALLA RATIFICA

	Data, luogo della firma, titolo	**Data di entrata in vigore**
1	11.11.2011-27.12.2011, Hanoi Scambio di Note per l'emendamento del MOU tra il Governo della Repubblica Italiana e il Governo della Repubblica Socialista del Vietnam sulla concessione di un prestito agevolato per il "Water supply and distribution in Ca Mau City"..	27 dicembre 2011
2	16.11.2011-28.12.2011, Hanoi Scambio di Note per l'emendamento del MOU tra il Governo della Repubblica Italiana e il Governo della Repubblica Socialista del Vietnam sulla concessione di un prestito agevolato per il "Water supply and distribution in Quang Ngai City".	28 dicembre 2011
3	14 gennaio 2011, Islamabad Accordo tra il Governo della Repubblica Italiana e il Governo della repubblica Islamica del Pakistan per il Programma "Lotta alla povertà attraverso lo sviluppo rurale nelle Province del Belochistan, North West Frontier, FATA e aree limitrofe".	31 gennaio 2012
4	15 luglio 2010, Beirut Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Libanese relativo al rafforzamento delle istituzioni libanesi e sostegno alle politiche di sviluppo locale con focus sulle fasce di popolazione più vulnerabili.	26 aprile 2012
5	23 gennaio 2009, Roma Accordo di cooperazione tra la Repubblica Italiana e la Repubblica Bolivariana del Venezuela nel campo della protezione civile e della amministrazione dei disastri.	18 giugno 2012

TABELLA N. 2

ATTI INTERNAZIONALI SOGGETTI A LEGGE DI AUTORIZZAZIONE ALLA RATIFICA O APPROVATI CON DECRETO DEL PRESIDENTE DELLA REPUBBLICA RECENTEMENTE ENTRATI IN VIGORE.

	Data, luogo della firma, titolo	**Data di entrata in vigore**
1	28 agosto 2003, Blantyre Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica del Malawi sulla promozione e protezione degli investimenti. *Legge n.209 del 19.11.2010 – G.U. n. 290 SO del 13.12.2010*	21 marzo 2012
2	15 dicembre 2009, Roma Accordo tra il Governo della Repubblica Italiana ed il Governo del Giappone di mutua assistenza amministrativa e cooperazione in materia doganale. *Legge n. 204 del 15.11.2011 – G.U. n. 285 SO del 07.12.2011*	1 aprile 2012 *Comunicato in G.U. n. 68 del 21.03.2012*
3	21 marzo 2007, Roma Accordo di mutua assistenza amministrativa per la prevenzione, l'accertamento e la repressione delle infrazioni doganali tra il Governo della Repubblica Italiana ed il Governo della Repubblica Argentina *Legge n. 152 del 24.08.2011 – G.U. n. 222 SO del 23.09.2011*	1 aprile 2012 *Comunicato in G.U. n. 107 del 09.05.2012*
4	13 giugno 2009, Lecce Protocollo di modifica della Convenzione tra il Governo della Repubblica Italiana e il Governo della Federazione Russa per evitare le doppie imposizioni in materia di imposte sul reddito e sul patrimonio e per prevenire le evasioni fiscali del 09.04.1996. *Legge n. 80 del 13/05/2011 in G.U. n. 130 del 07/06/2011*	1 giugno 2012 *Comunicato In via di pubblicazione*

	Data, luogo della firma, titolo	**Data di entrata in vigore**
5	27 maggio 2010, Parigi Protocollo di emendamento alla Convenzione sulla reciproca assistenza in materia fiscale del 27.01.1988 (CONSEU). *Legge n.193 del 27.10.2011 – G.U. n. 730 SO del 23.11.2011*	1 maggio 2012
6	18 ottobre 2007, Velsen Trattato tra Spagna, Francia, Italia, Olanda e Portogallo per l'istituzione della Forza di Gendarmeria Europea (EUROGENDFOR). *Legge n. 84 del 14.05.2010 – G.U. n. 134 del 11.06.2010*	1 giugno 2012
7	17 settembre 2004, Noordwijk Dichiarazione di Intenti che istituisce una Forza di Gendarmeria Europea (EUROGENDFOR). *Legge n. 84 del 14.05.2010 – G.U. n. 134 del 11.06.2010*	1 giugno 2012

	SCHEDA PER: Gazzetta Ufficiale	
FIRMA: 11.11.2011/27.12.2011	ENTR.VIGORE: 27.12.2011	IN VIGORE: SI
PAESE: VIETNAM		
MATERIA: MIGLIORAMENTO ACQUEDOTTO		
POSIZIONE:	DEPOSITO: Busta n.	
TITOLO: Scambio di Note per l'emendamento del MoU tra il Governo della Repubblica Italiana e il Governo della Repubblica Socialista del Vietnam sulla concessione di un prestito agevolato per il "Water supply and distribution in Ca Mau City, fatto a Roma il 29.11.2002.		
FIRMATO a: HANOI	il: 11.11.2011/27.12.2011	
PROVV.LEG.: =	G.U.:	
NOT. () Italia: 11.11.2011 Controparte: 27.12.2011 Ricezione:	Comunicato G.U.: (Tabella II:)	
DATA ENTR. VIGORE: "...alla data della nota di risposta"		
DURATA:		
DEN./DEC.:		
NOTE: VD.:		
CLAUSOLA ENTR.VIGORE:	ADEMPIMENTI INTERNI:	
"...entrerà in vigore alla data della nota di risposta".	Archiviazione senza Ratifica del Presidente della Repubblica	
Lingue ufficiali: inglese, vietnamita	Uff.negoziatore: DGCS-V	

- A. 1. 17

30 MAR 2012 N. 08

BỘ KẾ HOẠCH VÀ ĐẦU TƯ
CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Số: 8921 /BKHĐT-KTĐN

Hà Nội, ngày 27 tháng 12 năm 2011

Bộ Kế hoạch và Đầu tư nước Cộng hoà xã hội chủ nghĩa Việt Nam kính chào Đại sứ quán Cộng hoà Italia tại Việt Nam và liên quan đến Công hàm số PROT: UTL 1322 ngày 11/11/2011 của Đại sứ quán về việc sửa đổi Bản ghi nhớ (MoU) dự án "Cấp nước thành phố Cà Mau" sử dụng tín dụng ưu đãi của Chính phủ Italia, hân hạnh có ý kiến như sau:

Chính phủ Việt Nam nhất trí sửa đổi MoU đã ký giữa hai Chính phủ ngày 29/11/2002 về dự án nêu trên với những nội dung sửa đổi như nêu trong Công hàm số PROT: UTL 1322 ngày 11/11/2011 của Đại sứ quán.

Công hàm trả lời này của Bộ Kế hoạch và Đầu tư cùng với Công hàm số PROT: UTL 1322 ngày 11/11/2011của Đại sứ quán Italia sẽ tạo thành văn bản bổ sung sửa đổi MoU đã ký kết năm 2002 giữa hai Chính phủ cho dự án này.

Nhân dịp này Bộ Kế hoạch và Đầu tư nước Cộng hoà xã hội chủ nghĩa Việt Nam xin gửi tới Đại sứ quán Cộng hoà Italia lời chào trân trọng.

Cao Viết Sinh
THỨ TRƯỞNG

AMBASCIATA D' ITALIA
HANOI

- 1 JAN 2012

ARRIVO
N POSIZ H2/UTL
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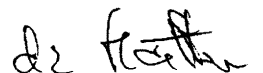
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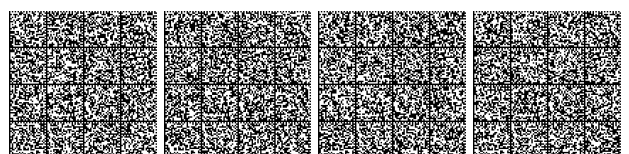
- Bộ Tài chính
- UBND tỉnh Cà Mau;
- Lưu: VT, KTĐN.H(5)

(Traduzione non ufficiale)

Hanoi, 28 Dicembre 2011

Il Ministero del Piano e degli Investimenti della Repubblica Socialista del Viet Nam presenta i complimenti all'Ambasciata d'Italia in Viet Nam e in riferimento alla Nota Verbale numero Prot Utl 1322 del 11/11/2011 dell'Ambasciata sull'emendamento del MOU del progetto "Water supply and distribution in Ca Mau City" che usa il credito agevolato del Goveno Italiano, ha l'onore di comunicare quanto segue:

IL Governo Vietnamita concorda con gli emendamenti proposti nella NV dell'Ambasciata no. Prot Utl 1322 del 11/11/2011. Questa nota verbale del MPI insieme a quella no. Prot Utl 1322 del 11/11/2011 dell'Ambasciata costruiscono i documenti aggiuntivi per l'emendamento del MOU firmato nel 2002 tra i due Governi.

Il Ministero del Piano e degli Investimenti si avvale dell'occasione per rinnovare all'Ambasciata d'Italia i sensi della sua piu' alta considerazione.

IL Vice Ministro
Cao Viet Sinh
(firmato e timbrato)

Ambasciata d'Italia
Hanoi

PROT: UTL
1322

VERBAL NOTE

The Embassy of Italy in Hanoi presents its compliments to the Ministry of Planning and Investment of the Socialist Republic of Vietnam and,

a) with reference to the bilateral Memorandum of Understanding between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam on the concession of a soft loan for the "Water supply and distribution in Ca Mau City" project, signed in Rome on 29 November 2002;

b) for the purpose of adapting this agreement to the modified conditions due to the termination of the contract signed with the Italian company B e B ingg., entered into liquidation before the completion of the above mentioned project;

has the honour to propose an amendment to the above mentioned Memorandum of Understanding (hereinafter referred to as MoU) between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam in order to use the remaining amount of the soft loan, to read as follows:

- the third sentence of Article 2.1 of the above mentioned MoU shall be replaced as follows:
"*Part of the soft loan may be used to purchase equipment (and the related technical assistance) in Vietnam, or in other developing countries, up to the maximum value of 95% of the total soft loan; the bidding procedures for the purchase of such equipment may be opened to Vietnamese companies and shall be in accordance with the Vietnamese procurement law and in compliance with the general principles of Italian procurement regulations as well as the eligibility criteria, ethical clauses, contract general principles listed in Annex 1.*"

- the first sentence of Article 5 of the three mentioned MoU shall be modified as follows:
"*5.1 The part of soft loan utilised to purchase equipment through Italian companies shall be disbursed in accordance with the following procedures:*"
(the remaining part of the paragraph – letters a, b, c, d, e, f, g – remains unchanged).

HANOI, 11/11/2011

Ministry of Planning and Investment
Foreign Economic Relations Department
HANOI

AMBASCIATA D'ITALIA-HANOI
VISTO: per copia conforme.
Hanoi, 18 APR 2012

Rossella Aloisi
Il Funzionario Consolare

- at the end of Article 5, the following paragraph shall be added:
"5.2 The part of soft loan utilised to purchase equipment through Vietnamese companies shall be reimbursed to the Government of the Socialist Republic of Vietnam following the assessment by the Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs (DGCS) of:

a) the correct execution of the selection process according to the procedures mentioned in Article 2.1 (third sentence). To this end, the Government of the Socialist Republic of Vietnam shall submit to the DGCS a summary of the above mentioned selection process;

b) the complete implementation of project's activities, in accordance with the project document approved by the Steering Committee for Development Cooperation of the Italian Ministry for Foreign Affairs. This assessment shall be conducted by an expert appointed by the DGCS;

c) a financial report, to be approved by Artigiancassa, concerning the total expenditures amount, to be produced by the Ministry of Finance of the Socialist Republic of Vietnam.

The final amount to be reimbursed shall be set up following the positive assessment by the DGCS and the consequent issue of a "no objection" to the reimbursement of expenditures. Reimbursement shall not exceed the amount of Euro 755.476,21."

Following the signature of the present Verbal Note, the Financial Convention between Artigiancassa and the Vietnamese Ministry of Finance on the disbursement of this soft loan shall be amended accordingly.

Whenever reference is made to "Istituto Centrale per il Credito a Medio Termine" or "Mediocredito Centrale" this shall be re-red as "Artigiancassa", or any other Italian bank that could be charged of managing this soft loan / credit line in the future.

If the Government of the Socialist Republic of Vietnam agrees to the proposals of the Government of the Italian Republic contained in the paragraphs above, this Verbal Note (and its Annex 1) and the Note in reply thereto from the Ministry of Planning and Investment expressing its agreement, shall constitute an agreement between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam, which shall enter into force on the date of the Note in reply.

The Embassy of Italy avails itself of this opportunity to renew to the Ministry of Planning and Investment of the Socialist Republic of Vietnam the assurances of its highest consideration.

Annex 1

ELIGIBILITY CRITERIA, ETHICAL CLAUSES,

CONTRACT GENERAL PRINCIPLES

This Annex harmonizes the rules applicable to procurement pursuant to the MoU with the fundamental principles of Italian law on procurement and development aid.

The content that was not regulated in this Annex shall be implemented in accordance with the Vietnamese Law on Public Procurement.

1. CONTRACTOR ELIGIBILITY

1.1 THE RULE ON OBJECTIVITY AND IMPARTIALITY

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

1.2 THE RULE ON ECONOMIC, FINANCIAL, PROFESSIONAL, AND TECHNICAL CAPACITY

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 Economic and financial standing: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 Professional and technical capacity: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

1.3 GROUND FOR EXCLUSION FOR PARTICIPATION IN CONTRACTS

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 8.8.1994, n. 490 ("Antimafia). Italian tenderers/offereres must provide the evidence thereof by the "certificato antimafia", issued by the competent Italian authorities. Non-Italian tenderers/offerers must provide equivalent certificates, if issuable under their respective national law.

1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata.

1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.

1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.

1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.

1.3.8 They are guilty of serious misrepresentation in supplying the information required by the MAE-DGCS as a condition of participation in a tender procedure or contract.

1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligafions in connection with another contract with MAE-DGCS or another contract financed with Italian funds.

2. CONTRACT GENERAL PRINCIPLES

2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders.

2.4 Contracts may not be modified, unless the modification is approved by MAE-DGCS pursuant to following clauses. Contractors are not entitled to

prior authorization. If MAE-DGCS or the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial resources available for the contract to be awarded.

2.6 Modifications of supply and service contracts may be allowed and shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:

2.6.1) modifications of applicable laws and regulations;

2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;

2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;

2.6.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20% and shall not exceed the approved project total cost unless they are approved by the relevant competent authorities;

2.6.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;

2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;

2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:

2.7.1) modifications of applicable laws and regulations;

2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;

2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;

2.7.4) geological problems not predictable in the executive project;

2.7.5) errors or omissions of the project which prevent the contract implementation; in this case the engineering consultants are responsible f

the damages; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;

2.7.6) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable. The changes of the contract prices which are the subsequence of the granted modifications according to 2.6 and 2.7 shall not make the contract prices exceeding the approved project total cost unless they are approved by the relevant competent authorities;

2.11 Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are subject to proceedings for declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence, contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 ELIGIBLE AND INELIGIBLE COSTS

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

b) goods, services and civil works directly or indirectly connected to police or military activities;

c) non-income / non-profit taxes (including VAT) and import duties;

d) provisions for outstanding debts and future losses of the beneficiary or the final users;

e) interests owed by the beneficiary or the final users to any third party.

4. ETHICAL CLAUSES

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the MAE-DGCS has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderes who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 MAE-DGCS reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

4.13 Contractors undertakes to supply MAE-DGCS on request with supporting evidence regarding the conditions in which the contract is being executed. MAE-DGCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

4.14 Contractors found to have paid unusual commercial expenses on Projects funded by MAE-DGCS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving MAE-DGCS funds.

4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other MAE-DGCS contracts and in penalties. The individual or company in question must be informed of the fact in writing.

4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

	SCHEDA PER: Gazzetta Ufficiale	
FIRMA: 16.11.2011/28.12.2011	ENTR.VIGORE: 28.12.2011	IN VIGORE: SI

PAESE: VIETNAM	
MATERIA: MIGLIORAMENTO ACQUEDOTTO	
POSIZIONE:	DEPOSITO: Busta n.
TITOLO: Scambio di Note per l'emendamento del MoU tra il Governo della Repubblica Italiana e il Governo della Repubblica Socialista del Vietnam sulla concessione di un prestito agevolato per il "Water supply and distribution in Quang Ngai City, fatto a Roma il 29.11.2002.	
FIRMATO a: HANOI	il: 16.11.2011/28.12.2011
PROVV.LEG.: =	G.U.:
NOT. () Italia: 16.11.2011 Controparte: 28.12.2011 Ricezione:	Comunicato G.U.: (Tabella II:)
DATA ENTR. VIGORE: "...alla data della nota di risposta"	
DURATA:	
DEN./DEC.:	
NOTE: VD.:	
CLAUSOLA ENTR.VIGORE:	ADEMPIMENTI INTERNI:
"...entrerà in vigore alla data della nota di risposta".	Archiviazione senza Ratifica del Presidente della Repubblica
Lingue ufficiali: inglese, vietnamita	Uff.negoziatore: DGCS-V

- n. 1.18

3 8 MAR 2012 N. 07

BỘ KẾ HOẠCH VÀ ĐẦU TƯ
CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Số: 9013 /BKHĐT-KTĐN

Hà Nội, ngày 28 tháng 12 năm 2011

Bộ Kế hoạch và Đầu tư nước Cộng hoà xã hội chủ nghĩa Việt Nam kính chào Đại sứ quán Cộng hoà Italia tại Việt Nam và liên quan đến Công hàm số PROT: UTL 1342 ngày 16/11/2011 của Đại sứ quán về việc sửa đổi Bản ghi nhớ (MoU) dự án "Cấp nước thành phố Quảng Ngãi" sử dụng tín dụng ưu đãi của Chính phủ Italia, hân hạnh có ý kiến như sau:

Chính phủ Việt Nam nhất trí sửa đổi MoU đã ký giữa hai Chính phủ ngày 29/11/2002 về dự án nêu trên với những nội dung sửa đổi như nêu trong Công hàm số PROT: UTL 1342 ngày 16/11/2011 của Đại sứ quán.

Công hàm trả lời này của Bộ Kế hoạch và Đầu tư cùng với Công hàm số PROT: UTL 1342 ngày 16/11/2011 của Đại sứ quán Italia sẽ tạo thành văn bản bổ sung sửa đổi MoU đã ký kết năm 2002 giữa hai Chính phủ cho dự án này.

Nhân dịp này Bộ Kế hoạch và Đầu tư nước Cộng hoà xã hội chủ nghĩa Việt Nam xin gửi tới Đại sứ quán Cộng hoà Italia lời chào trân trọng.

AMBASCIATA D' ITALIA
HANOI

- 4 JAN 2012

ARRIVO
N 00042 H2/UTL

Cao Viết Sinh
THỨ TRƯỞNG

Nơi nhận:
- ĐSQ Italia tại VN
- Bộ Tài chính
- UBND tỉnh Quảng Ngãi;
- Lưu: VT, KTĐN.H(5)

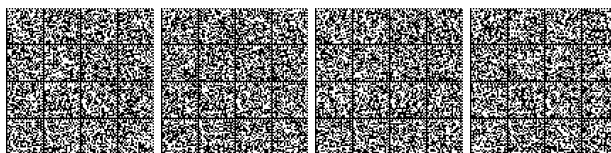
(Traduzione non ufficiale)

Hanoi, 28 Dicembre 2011

Il Ministero del Piano e degli Investimenti della Repubblica Socialista del Viet Nam presenta i complimenti all'Ambasciata d'Italia in Viet Nam e in riferimento alla Nota Verbale numero Prot Utl 1342 del 16/11/2011 dell'Ambasciata sull'emendamento del MOU del progetto "Water supply and distribution in Quang Ngai City" che usa il credito agevolato del Goveno Italiano, ha l'onore di comunicare quanto segue:

IL Governo Vietnamita concorda con gli emendamenti proposti nella NV dell'Ambasciata no. Prot Utl 1342 del 16/11/2011. Questa nota verbale del MPI insieme a quella no. Prot Utl 1342 del 16/11/2011 dell'Ambasciata costruiscono i documenti aggiuntivi per l'emendamento del MOU firmato nel 2002 tra i due Governi.

Il Ministero del Piano e degli Investimenti si avvale dell'occasione per rinnovare all'Ambasciata d'Italia i sensi della sua piu' alta considerazione.

IL Vice Ministro
Cao Viet Sinh
(firmato e timbrato)

Ambasciata d'Italia
Hanoi

PROT: UTL
01342
16 NOV 2011

VERBAL NOTE

The Embassy of Italy in Hanoi presents its compliments to the Ministry of Planning and Investment of the Socialist Republic of Vietnam and,

a) with reference to the bilateral Memorandum of Understanding between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam on the concession of a soft loan for the "Water supply and distribution in Quang Ngai City" project, signed in Rome on 29 November 2002;

b) for the purpose of adapting this agreement to the modified conditions due to the termination of the contract signed with the Italian company B e B ingg., entered into liquidation before the completion of the above mentioned project;

has the honour to propose an amendment to the above mentioned Memorandum of Understanding (hereinafter referred to as MoU) between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam in order to use the remaining amount of the soft loan, to read as follows:

- the third sentence of Article 2.1 of the above mentioned MoU shall be replaced as follows: "*Part of the soft loan may be used to purchase equipment (and the related technical assistance) in Vietnam, or in other developing countries, up to the maximum value of 95% of the total soft loan; the bidding procedures for the purchase of such equipment may be opened to Vietnamese companies and shall be in accordance with the Vietnamese procurement law and in compliance with the general principles of Italian procurement regulations as well as the eligibility criteria, ethical clauses, contract general principles listed in Annex 1.*"

- the first sentence of Article 5 of the three mentioned MoU shall be modified as follows: "*5.1 The part of soft loan utilised to purchase equipment through Italian companies shall be disbursed in accordance with the following procedures:*"
(the remaining part of the paragraph – letters a, b, c, d, e, f, g – remains unchanged).

- at the end of Article 5, the following paragraph shall be added:
"*5.2 The part of soft loan utilised to purchase equipment through Vietnamese companies shall be disbursed in accordance with the following procedures:*

Ministry of Planning and Investment
Foreign Economic Relations Department
HANOI

AMBASCIATA D'ITALIA
HANOI
19/04/2012 Num. registro: 794
SOCIETA DGCS
Art. T.C.: 72A
Gratuito: ART. 66 D.LGS 71/2011 LETT. D

AMBASCIATA D'ITALIA-HANOI
VISTO: per copia conforme.
Hanoi, 19 APR 2012

Rossella Aloisi
Il Funzionario Consolare

a) *an expert appointed by the Italian Ministry of Foreign Affairs – Directorate General for Development Cooperation (DGCS) shall assess the progress of works and identify the activities for the completion of the project in accordance with the project document approved by the Steering Committee for Development Cooperation of the Italian Ministry for Foreign Affairs;*

b) *following the above mentioned assessment, the Project owner shall execute the bid accordingly, in agreement with the procedures mentioned in Article 2.1 (third sentence), and submit to DGCS a summary of the selection process;*

c) *following the positive assessment by the DGCS and the consequent issue of a "no objection", the contracts can be signed.*

d) *the Financial Convention between Artigiancassa and the Vietnamese Ministry of Finance on the disbursement of this soft loan shall be amended accordingly. The Government of the Socialist Republic of Vietnam shall receive the amount of the contracts awarded in one instalment after the signing of the above mentioned amendment. The instalment shall not exceed the amount of Euro 1.496.145,46.*

e) *Within 24 months from the above mentioned disbursement, the Ministry of Finance of the Socialist Republic of Vietnam, shall produce a financial report concerning the total expenditures amount. Such financial report shall be approved by Artigiancassa and DGCS. The Government of the Socialist Republic of Vietnam irrevocably undertakes the prompt reimbursement to Artigiancassa of the amounts not approved by DGCS and Artigiancassa.*"

Whenever reference is made to "Istituto Centrale per il Credito a Medio Termine" or "Mediocredito Centrale" this shall be re-red as "Artigiancassa", or any other Italian bank that could be charged of managing this soft loan / credit line in the future.

If the Government of the Socialist Republic of Vietnam agrees to the proposals of the Government of the Italian Republic contained in the paragraphs above, this Verbal Note (and its Annex 1) and the Note in reply thereto from the Ministry of Planning and Investment expressing its agreement, shall constitute an agreement between the Government of the Italian Republic and the Government of the Socialist Republic of Vietnam, which shall enter into force on the date of the Note in reply.

The Embassy of Italy avails itself of this opportunity to renew to the Ministry of Planning and Investment of the Socialist Republic of Vietnam the assurances of its highest consideration.

Annex 1

ELIGIBILITY CRITERIA, ETHICAL CLAUSES,

CONTRACT GENERAL PRINCIPLES

This Annex harmonizes the rules applicable to procurement pursuant to the MoU with the fundamental principles of Italian law on procurement and development aid.

The content that was not regulated in this Annex shall be implemented in accordance with the Vietnamese Law on Public Procurement.

1. CONTRACTOR ELIGIBILITY

1.1 THE RULE ON OBJECTIVITY AND IMPARTIALITY

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

1.2 THE RULE ON ECONOMIC, FINANCIAL, PROFESSIONAL, AND TECHNICAL CAPACITY

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 Economic and financial standing: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 Professional and technical capacity: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

1.3 GROUND FOR EXCLUSION FOR PARTICIPATION IN CONTRACTS

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 8.8.1994, n. 490 ("Antimafia). Italian tenderers/offereres must provide the evidence thereof by the "certificato antimafia", issued by the competent Italian authorities. Non-Italian tenderers/offerers must provide equivalent certificates, if issuable under their respective national law.

1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata.

1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.

1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.

1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.

1.3.8 They are guilty of serious misrepresentation in supplying the information required by the MAE-DGCS as a condition of participation in a tender procedure or contract.

1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with MAE-DGCS or another contract financed with Italian funds.

2. CONTRACT GENERAL PRINCIPLES

2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders.

2.4 Contracts may not be modified, unless the modification is approved by MAE-DGCS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement whatsoever for activities carried out without

prior authorization. If MAE-DGCS or the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial resources available for the contract to be awarded.

2.6 Modifications of supply and service contracts may be allowed and shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:

2.6.1) modifications of applicable laws and regulations;

2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;

2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;

2.6.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20% and shall not exceed the approved project total cost unless they are approved by the relevant competent authorities;

2.6.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;

2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;

2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:

2.7.1) modifications of applicable laws and regulations;

2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;

2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;

2.7.4) geological problems not predictable in the executive project;

2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for

the damages; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;

2.7.6) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable. The changes of the contract prices which are the subsequence of the granted modifications according to 2.6 and 2.7 shall not make the contract prices exceeding the approved project total cost unless they are approved by the relevant competent authorities;

2.11 Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are subject to proceedings for declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence, contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 ELIGIBLE AND INELIGIBLE COSTS

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

b) goods, services and civil works directly or indirectly connected to police or military activities;

c) non-income / non-profit taxes (including VAT) and import duties;

d) provisions for outstanding debts and future losses of the beneficiary or the final users;

e) interests owed by the beneficiary or the final users to any third party.

4. ETHICAL CLAUSES

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the MAE-DGCS has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderes who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 MAE-DGCS reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

4.13 Contractors undertakes to supply MAE-DGCS on request with supporting evidence regarding the conditions in which the contract is being executed. MAE-DGCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

4.14 Contractors found to have paid unusual commercial expenses on Projects funded by MAE-DGCS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving MAE-DGCS funds.

4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other MAE-DGCS contracts and in penalties. The individual or company in question must be informed of the fact in writing.

4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

SCHEDA PER: **GAZZETTA UFFICIALE**

FIRMA: **14.01.2011**	ENTR.VIGORE: **31.01.2012**	IN VIGORE: **SI**

PAESE: **PAKISTAN**

MATERIA: **Cooperazione allo sviluppo**

POSIZIONE:	DEPOSITO: Busta n.

TITOLO:

Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Islamica del Pakistan per il Programma "Lotta alla povertà attraverso lo sviluppo rurale nelle Province del Belochistan, North West Frontier, FATA e aree limitrofe"

FIRMATO a: Islamabad	il: 14.01.2011
PROVV.LEG.: =	G.U.:
NOT. ( ) Italia: **24.05.2011** Controparte: 16.01.2012 Ricezione: **16.04.2012**	Comunicato G.U.: (Tabella II:)

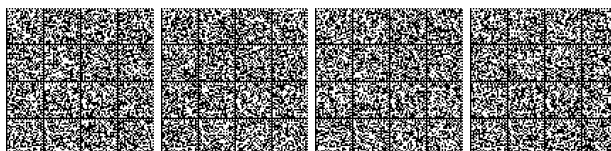
DATA ENTR. VIGORE: alla data di ricezione dell'ultima notifica

DURATA: avrà la stessa durata del credito d'aiuto

DEN./DEC.:

NOTE:

VD.:

CLAUSOLA ENTR.VIGORE: Art. 16	ADEMPIMENTI INTERNI:
"...shall enter into force on the date of reception of the last of such notifications..."	**Ratifica del Presidente della Repubblica senza provvedimenti normativi interni**
Lingue ufficiali: inglese	Uff.negoziatore: DGCS V

9/PAKISTAN F. 14

Ministero degli Affari Esteri

M

6511/ 98693

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Islamica del Pakistan ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Islamica del Pakistan concernente il per il programma "Riduzione della povertà attraverso attività di sviluppo rurale nelle Province del Belochistan, North West frontier, FATA e aree limitrofe", firmato a Islamabad il 14.01.2011.

Il Ministero degli Affari Esteri ha l'onore di accusare ricezione della Nota del Ministero degli Affari Economici n. 3(22)Eur-I/09 del 16 gennaio 2012 con la quale codesto Ministero ha effettuato la notifica ai sensi dell'art. 16 del suddetto Accordo.

Poichè questo Ministero degli Affari Esteri ha già effettuato la propria notifica con Nota Verbale n. 6511/150471 del 24 maggio 2011 l'Accordo è entrato in vigore il 31 gennaio 2012, conformemente al suo art.16.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Islamica del Pakistan gli atti della sua più alta considerazione.

Roma, 16 APR 2012

MINISTERO DEGLI AFFARI ESTERI

All'Ambasciata della Repubblica Islamica del Pakistan
Via della Camilluccia, 682
00135 - ROMA

Government of Pakistan
Ministry of Economic Affairs & Statistics
Economic Affairs Division

SECTION OFFICER (EUR-I)

No. 3(22)Eur-I/09
Islamabad the 16th January 2012

SUBEJCT: **ITALIAN SOFT LOAN OF €40 MILLION FOR POVERTY REDUCTION THROUGH RURAL DEVELOPMENT IN BALOCHISTAN, KP, FATA AND NEIGHBOURING AREAS**

The undersigned is directed to refer to the subject above.

2. Agreement of January 14, 2011 between the Government of the Italian Republic and the Government of the Islamic Republic of Pakistan does not require ratification.

3. Statement by the competent authority required under Article 4.1(a) (i) is enclosed (A).

4. Requirement under Article 4.1(a) (ii) is being met through enclosing a copy of the Gazette Notification of the appointment of the signatory duly authorized by the competent authority (B).

5. Request of Disbursement in the form of Annex (A) under Article 4.1(a) (ii) is enclosed (C)

6. The name, designation and signatures of the nominated person who would sign the Acknowledgement of Indebtedness under Article 4.1(a) (ii) is enclosed (D).

7. Communication about the selection of the Auditing Company under Article 4.1(a) (iii) is enclosed (E).

8. Statement certifying opening of the Special Account under Article 4.1 (a) (iv) is enclosed (F).

9. Under Article 7.3 of the Financial Agreement, Economic Affairs Division confirms the conclusion of the Subsidiary Agreement which was signed between the Finance Division of the Government of Pakistan and PPAF on December 2, 2011 (copy enclosed, G).

(Sherbaz Khan Magsi)

Ms. Sara Rezoagli
Deputy Head of Mission
Embassy of Italy
Diplomatic Enclave G-5
Islamabad

Ministero degli Affari Esteri

6511/150471

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Islamica del Pakistan ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Islamica del Pakistan concernente il per il programma "Riduzione della povertà attraverso attività di sviluppo rurale nelle Province del Belochistan, North West frontier, FATA e aree limitrofe", firmato a Islamabad il 14.01.2011.

Il Ministero degli Affari Esteri ha l'onore di notificare con la presente, ai sensi dell'articolo 17 dell'Atto internazionale sopra citato, che da parte italiana sono state portate a termine le procedure richieste dall'ordinamento interno per l'entrata in vigore dell'Accordo stesso.

Conformemente a detto art. 16, l'Accordo entrerà in vigore alla data di ricezione dell'ultima notifica con cui le Parti si saranno comunicate ufficialmente il completamento delle rispettive procedure di ratifica.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Islamica del Pakistan gli atti della sua più alta considerazione.

Roma, 24 MAG. 2011

MINISTERO DEGLI AFFARI ESTERI

All'Ambasciata della
Repubblica Islamica del Pakistan
Via della Camilluccia, 682
00135 - ROMA

AGREEMENT

between

THE GOVERNMENT OF THE ITALIAN REPUBLIC

and

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

for the Program

"POVERTY REDUCTION THROUGH RURAL DEVELOPMENT ACTIVITIES IN BALOCHISTAN, KHYBER-PAKHTUNKHWA, FEDERALLY ADMINISTERED TRIBAL AREAS AND NEIGHBOURING AREAS"

The Government of the Italian Republic and the Government of the Islamic Republic of Pakistan, hereinafter referred to as the "Parties", have decided to enter into this Agreement, hereinafter referred to as the "Agreement", for the implementation of the Program "Poverty reduction through rural development activities in Balochistan, Khyber-Pakhtunkhwa, Federally Administered Tribal Areas and neighbouring areas", hereinafter referred to as the "Program".

WHEREAS the Italian Government announced in the occasion of the International Conference for Pakistan held in Tokyo on April 17; 2009, its commitment to support Government of Pakistan efforts for socio-economic development by providing a total amount of 62 million Euro, out of which 40 million Euro to be addressed in support of microcredit and development of rural areas in Western and North-Western regions of Pakistan;

WHEREAS on March 24th, 2009, the Government of Pakistan requested the Italian Government to finance the Program;

WHEREAS on July 14th, 2009, the Board of Directors for Development Cooperation of the Italian Ministry of Foreign Affairs approved a soft loan up to Euro 40,000,000.00 as well the amount of Euro 380,739.00 as grant fund for the financing of the Program;

the Parties hereby agree to implement the Program according to the following.

CLAUSE 1

PURPOSE OF THE AGREEMENT

1.1 This Agreement establishes the mutual obligations of the Parties concerning the financing and the implementation of the Program.

1.2 In this context, it defines modalities and procedures for management, crediting, disbursement, procurement, monitoring, evaluation and reporting related to the Program.

CLAUSE 2

PARTS AND DEFINITIONS

2.1 This Agreement consists of sixteen clauses and of the following 4 Annexes:

Annex 1: Project Document

Annex 2: WB Guidelines: Procurement under IBRD Loans and IDA Credits dated May 2004 and revised in October 2006 and May 2010; WB Guidelines: Selection and Employment of Consultants by World Bank Borrowers dated May 2004 and revised in October 2006 and May 2010

Annex 3: Procurement table for no-objection procedures of DGCS.

Annex 4: Criteria, Ethical Clauses, Contract General Principles.

2.2 The above-mentioned annexes shall be considered an essential and substantial part of the Agreement.

2.3 The words and acronyms mentioned below in the text have the following meaning:

AGREEMENT	The present Agreement, the preamble and the annexes hereto forming an integral part thereof
ARTIGIANCASSA	The Italian Financial Institution appointed by the Government of the Italian Republic to sign the Financial Agreement with the Ministry of Finance, Government of the Islamic Republic of Pakistan
AUDITED FINANCIAL REPORT	The financial report, certified by the Auditing Company
AUDITING COMPANY	The local branch of an International auditing company entrusted by the Ministry of Finance, Government of the Islamic Republic of Pakistan to audit the administrative documents related to the soft loan
BORROWER	Ministry of Finance, Government of the Islamic Republic of Pakistan
COMMERCIAL CONTRACT(S)	The commercial contract(s) relating to the supply of services and goods connected to the realization of the Program

FINANCIAL CONVENTION	Agreement between Artigiancassa, Italian Financial Institution, acting as the Lender's Agent, and the Borrower with a purpose of implementation of this Agreement
GRACE PERIOD	The period beginning on the date on which the first instalment of the Soft Loan is credited on the Special Account and during which no repayment is yet due
GRANT	The amount granted by the Italian Government to the Government of Islamic Republic of Pakistan for supervision and technical assistance activities
ITALIAN CORDINATION OFFICE (ICO)	The office of the Italian Cooperation-Italian Embassy to be established for providing technical assistance in the design and implementation of the Work Plan, ensuring for the DGCS monitoring and supervision of Programme activities and promoting coordination among stakeholders
ITALIAN EMBASSY	The Embassy of the Italian Republic in the Islamic Islamic Republic of Pakistan
ITALIAN COMPETENT AUTHORITIES	The Ministry of the Economy and Finance, and/or the Ministry of Foreign Affairs of the Italian Republic and/or any other competent entity of the Government of the Italian Republic, nominated for the purpose of this Agreement
LENDER	The Government of the Italian Republic
LOCAL BANK	Pakistani bank with which the Special Account shall be opened
LOAN	The Soft Loan granted by the Italian Government to the Islamic Republic of Pakistan
MAE-DGCS	The Ministry of Foreign Affairs of the Italian Republic – Directorate General for Development Cooperation
PMOF	Ministry of Finance, Government of the Islamic Republic of Pakistan
PARTIES	The Government of the Italian Republic and the Government of the Islamic Republic of Pakistan
PROGRAM	The "Poverty reduction through rural development and microcredit activities in Balochistan, Khyber-Pakhtunkhwa, Federally Administered Tribal Areas and neighbouring areas", the object of this Agreement
PPAF	Pakistan Poverty Alleviation Fund

SOFT LOAN	The fund that Artigiancassa, in compliance with the authorization issued by the Ministry of Economy and Finance and upon the proposal of the Ministry of the Foreign Affairs of the Italian Republic, will grant on the terms and the conditions provided for in the Clause 8 of this Agreement
SPECIAL ACCOUNT	The account opened by the Borrower with the Local Bank, where the installment of the Soft Loan will be credited by Artigiancassa in favor of the Borrower
EAD	Economic Affairs Division of the Ministry of Economic Affairs and Statistics
WB	World Bank

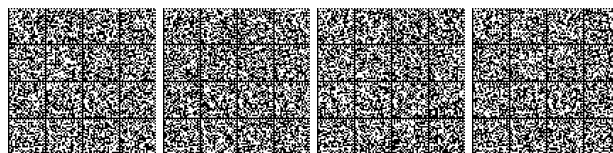
CLAUSE 3

PROGRAM DESCRIPTION

3.1. The general objective of the Program, described in detail in Annex 1 is to reduce poverty in the Balochistan and Khyber-Pakhtunkhwa (KPP) Provinces and in FATA, by fostering sustainable social and economic development conditions through the improvement of incomes, production capacity and access to services.

3.2. The Specific Objective is the following:
Establishment of an effective and sustainable socio-productive infrastructure system and safety net mechanism.

3.3. The main expected results to be attained during the Program implementation are the following:
i) Social network and Community institutions strengthened;
ii) Empowerment of the Communities developed;
iii) Social safety net established and developed;
iv) Social and productive infrastructures created and functional;
v) Availability of social services and in particular in the sector of health and education increased;
vi) Capacity of interaction with central government Institutions and with other development organizations and markets, improved.

3.4. In order to tackle the above-mentioned problems and to achieve the planned objectives and results, according to the Government of Pakistan Development Strategies, the Program has been divided into the following main components and subcomponents:

A. SOFT LOAN COMPONENT (to be managed by PPAF):

A1.Rural Communities Development
- A11.Social mobilization
- A12.Social protection and safety nets
- A13.Small infrastructures development
- A14.Basic services delivery
- A15. Program Management costs of PPAF

B. GRANT COMPONENT:

B1.Program Supervision (to be managed by the WB)
B2.Program Coordination and Technical Assistance (to be managed by the DGCS).

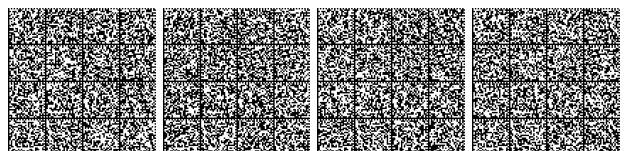
3.5 Up to 95% of the soft loan shall be used to finance the purchase of services and goods from Pakistan and neighbouring countries. Not less than 5% shall be used for purchase of services and goods from Italy.

CLAUSE 4

INSTITUTIONS AND BODIES INVOLVED IN THE IMPLEMENTATION OF THE PROGRAM

3. The main Institutions and Bodies involved in the implementation of the Program are:

4.1.1 for the Government of the Islamic Republic of Pakistan:
- the Ministry of Finance (PMoF), acting as Pakistani borrower and counterpart for this Agreement ensuring that all Pakistani bodies involved fulfil their obligations;
- the Economic Affairs Division (EAD) of the Ministry of Economic Affairs and Statistics, acting as the main counterpart for Development Cooperation issues;
- the Pakistan Poverty Alleviation Fund (PPAF), acting as the Executing Agency for the Program
- the World Bank, acting as the Supervision Body for the Program on behalf of the DGCS;
- the Rural Support Programs, local NGOs and private entities acting as Partner Organizations of the Program and contracted by the PPAF.

4.1.2 for the Government of the Italian Republic:
- MAE-DGCS, acting as Italian counterpart for this Agreement ensuring that all Italian bodies involved fulfil their obligations;

- Artigiancassa, acting as the Lender and signatory for the Italian side of the Financial Convention, designated by the Government of the Italian Republic to provide and manage the soft loan, including disbursements and collection of repayments from the Pakistani Government;
- Italian Embassy, also acting as part of the DGCS Program control system supported as soon as it will be established, by the Italian Cooperation Office (local technical Unit-UTL).
- An Italian Coordination Office (ICO) will be established for providing technical assistance in the design and implementation of the Work Plan, ensuring for the DGCS monitoring and supervision of Programme activities and promoting coordination among stakeholders.

CLAUSE 5

OBLIGATIONS OF THE ITALIAN GOVERNMENT

5.1 The Government of the Italian Republic engages itself in fulfilling all the obligations deriving from this Agreement, in particular:

5.1.1 providing a soft loan up to a maximum of Euro 40,000,000.00 to be utilised for financing the activities of Program components mentioned in art. 3.4 described in Annex 1. The soft loan will be provided pursuant to following Clause 8;

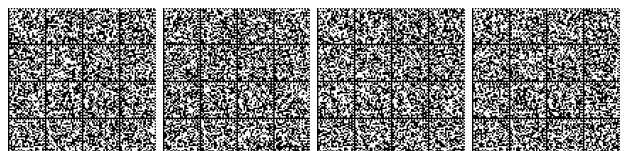
5.1.2 providing grant funds to finance coordination activities and technical assistance. This grant will be directly managed by DGCS pursuant to its applicable internal regulations and procedures.

5.1.3 prior to the disbursement of the soft loan funds, entering into an agreement with the World Bank to finance Program supervision activities implemented by the latter. The related grant will be directly managed by the World Bank pursuant to its applicable internal regulations and procedures.

CLAUSE 6

OBLIGATIONS OF THE PAKISTANI SIDE

6.1. The Government of the Islamic Republic of Pakistan engages itself in fulfilling all the obligations deriving from the present Agreement, in particular:

6.1.1. Transferring to the PPAF as the Executing Body for the Program, the soft loan amount (immediately deposited into an interest account) up to Euro 40,000,000.00 for financing activities of component mentioned at art. 3.4 - A1, as detailed in the Project Document; relevant funds shall be transferred by the Pakistani Government as grant to the PPAF.

6.1.2. Taking the exchange risk for the soft loan component to be reimbursed to the Italian Government according to Clause 9 of this Agreement.

6.1.3. Ensuring the correct implementation of the Program according to the provisions of the present Agreement, being responsible for the use of the soft loan, for the awarding and management of the contracts and for the supervision of the activities;

6.1.4. Ensuring that appropriate fiduciary and administrative practices and institutional arrangements are adopted to ensure that the proceeds of the soft loan are used only for the purposes for which the soft loan was granted;

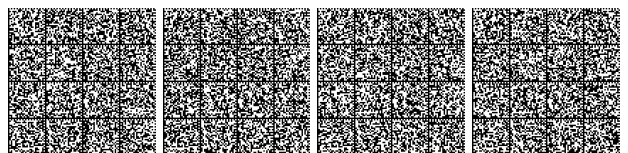
6.1.5. Ensuring that the PPAF:

6.1.5.1. will comply with the present agreement and will open a special separate interest account for the Program and, for any other matter, apply the same procedures applied for the management of WB funds, for service, supply and works contracts, financial management, audit and reporting, as well as for tax exemption regulations, providing the DGCS with all the relevant documentation;

6.1.5.2. will undertake to carry out the Program and cause the Program to be carried out with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the DGCS and WB, and provide, promptly as needed, the funds, facilities and other resources required for the purpose;

6.1.5.3. will ensure that all activities will be carried out in accordance with the provisions of the Environmental and Social Management Framework for the PPAF III Project;

6.1.5.4. not assign, amend, abrogate or waive the Environmental and Social Management Framework or any provisions thereof if, in the opinion of the DGCS or WB, such assignment, amendment, abrogation, or waiver will materially and adversely affect the implementation of the Program

6.1.5.5. will undertake to utilize and cause to be utilized the goods, works, non-consulting services and consultants' services required for the Program and financed out of the proceeds of the Soft Loan exclusively in carrying out the Program

6.1.5.6. will undertake to:

6.1.5.6.1. maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the expected results set out in Clause 3.3 of this Agreement, the carrying out of the Program and the achievement of the objectives thereof;

6.1.5.6.2. monitor and evaluate the progress of the Program and prepare periodic reports ("Program Reports"), following the same reporting requirements under the PPAF III Project and on the basis of the expected results set out in Clause 3.3 of this Agreement. Each Program Report shall cover the period of one (1) calendar quarter, and shall be furnished to the DGCS and WB not later than forty-five (45) days after the end of the period covered by such report; and

6.1.5.6.3. prepare and furnish to the DGCS and WB not later than 24 mnths after the completion of the Program: (i) a report, following the same reporting requirements under the PPAF III Project, on the execution of the Program, the performance of the Government of Pakistan, the PPAF and the DGCS of their respective obligations under this Agreement and the accomplishment of the purposes of the Soft Loan; and (ii) a plan designed to ensure the sustainability of the Program's achievements;

6.1.5.7. concerning the untied component of the soft loan, will undertake to:

6.1.5.7.1. maintain a financial management system in accordance with the requirements under the PPAF III Project;

6.1.5.7.2. prepare and furnish to the DGCS and WB as part of the Program Report not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Program covering the quarter, in form and substance satisfactory to the DGCS and WB; and

6.1.5.7.3. have its financial statements audited in accordance with the requirements under the PPAF III Project and following provisions of art. 7. Each audit of the financial statements shall cover the period of one (1) fiscal year of PPAF. The audited financial statements for each such period shall be furnished to the DGCS and WB not later than six (6) months after the end of such period;

6.1.6. Ensuring that all the contracts signed by the Italian Embassy financed out of the grant proceeds shall be exempt from all duties and non-income taxes including VAT;

6.1.7. Ensuring that DGCS and Italian Embassy personnel and WB staff will have access to the Program areas and to the Program technical documentation in order to allow for control, monitoring and evaluation activities. The PPAF shall therefore retain records of the tendering and contracting procedures – including the originals of tenders submitted, the corresponding tender dossiers and any related correspondence – for five years after the completion of the Program.

CLAUSE 7

AUDITING AND PROCUREMENT VERIFICATION

7.1 A primary internationally experienced Auditing Company (local branch), shall be entrusted by the Borrower and its Agent with the following task:
a) audit the financial statements and administrative documents, related to the implementation of the Programme.
b) assess in a specific document the Procurement Reports, issued by PPAF, related to the Programme,

7.2 The draft contract between the Borrower and its Agent and the Auditing Company shall be submitted for "no objection" to the MAE-DGCS before signature. The Borrower shall send to MAE-DGCS the tender package for the Audit, a copy of the draft contract and documentation proving that the audit fees are in line with market prices.

7.3 The Auditing Company shall define a standard form of the Financial Report and Procurement Report that has to be approved by the Borrower and MAE-DGCS.

7.4 Auditing will consider the regularity and compliance to the conditions set up in the Agreement of every financial transaction related to the Programme.

7.5 Projects implemented with the Italian Soft Loan shall be subject to a procurement verification. Such verification shall concern the correct application of the procurement procedures, as defined in Clause 8.3.

CLAUSE 8

FINANCING AND IMPLEMENTATION OF THE PROGRAM

8.1 After the signature of this Agreement, PMoF and Artigiancassa shall enter into a Financial Convention relating to the whole amount of the Program to be financed under the Italian soft loan. Pursuant to the present Agreement the Financial Convention shall provide the legal framework between the Lender and the Borrower and shall specify the procedures for the disbursement and repayment of the soft loan.
The soft loan shall be disbursed by Artigiancassa in consecutive instalments and deposited in a Special Account denominated in Euro opened with a local Bank selected by the PMoF.
Funds shall be transferred as grant by PMoF to PPAF upon receiving the funds from Artigiancassa as per the same mechanism defined in Clause 8.5.

8.2 After the conclusion of the Financial Convention the PMoF and PPAF shall enter into a Subsidiary Agreement establishing modalities for funds transfer, and management by PMoF to PPAF. The PMoF will ensure that the Subsidiary Agreement will establish that the said resources will be spent in favour of KPP, FATA and Belochistan, giving preference to districts with the highest poverty rate.

8.3 The PPAF shall carry out the realisation of the Program activities following the procurement procedures and controls applied for the management of World Bank funds of PPAF III according to Annex 1 and Annex 2.
The procurement World Bank procedures in ANNEX 2 will be followed. In addition and in relation only with the specific requirements of DGCS, PPAF shall ensure that the provisions of Annex 3 "Procurement Table for Soft Loan Component" and Annex 4 "Eligibility criteria, ethical clauses, contract general principles" wil be applied.

The procurement controls concerning the untied component (max. 95% of soft loan amount) shall be done locally ex post by the Auditing Company. Contracts for the Rural Communities Development Component valued more than 500.000,00 Euro shall be awarded after a no-objection by the DGCS according to the provision of Annex 3.
The procurement controls concerning the tied component shall be done according to the provision of Annex 3 "Procurement table for soft loan component".

8.4 Activities to be managed by PPAF shall be detailed in a specific Work Plan to be defined before transferring of each instalment to PMoF. The Work Plan, and its subsequent modifications shall be prepared by PPAF and discussed with the UTL-ICO and approved by DGCS prior to begin activities implementation.

The four instalments shall be then disbursed according to the following procedure:

8.5.1 After the entering into force of the Financial Agreement and after the conclusion of the Subsidiary Agreement, the PMoF shall request to Artigiancassa the first instalment of Euro 10.000.000,00 to transfer in the above mentioned Special Interest Account. The Local Bank shall act as Agent Bank of the Government of Pakistan.

8.5.2 A second instalment of Euro 10.000.000,00 for the soft loan component shall be disbursed to the PMoF after:

i) MAE-DGCS and Artigiancassa receive the first Audited Financial Report, which shall cover disbursements for at least 50 % of the first instalment and a procurement report issued by PPAF showing contracts awarded for at least 80 % of the first instalment. MAE-DGCS and Artigiancassa issue a "no-objection" on such Audited Financial Report and Procurement Report.

8.5.3 A third instalment of Euro 10.000.000,00 shall be disbursed to the PMoF after:

i) MAE-DGCS and Artigiancassa receive the second Audited Financial Report, which shall cover disbursements for at least 50 % of the second instalment as well as the total remaining balance of the first instalment not covered by the first Audited Financial report and a procurement report issued by PPAF showing contracts awarded for the total balance of the second instalment for at least 80 % of the second instalment;

ii) MAE-DGCS and Artigiancassa issue a "no-objection" on such Audited Financial Report and Procurement Report.

8.5.4 A fourth instalment of Euro 10.000.000,00 shall be disbursed to the PMoF after:

i) MAE-DGCS and Artigiancassa receive the third Audited Financial Report, which shall cover disbursements for at least 50 % of the third instalment as well as the total remaining balance of the second instalment not covered by the first Audited Financial report and a procurement report issued by PPAF showing contracts awarded for the total balance of the third instalment for at least 80 % of the third instalment;

ii) MAE-DGCS and Artigiancassa issue a "no-objection" on such Audited Financial Report and Program Report.

8.5.5 Within one year from the disbursement of the four tranches the Auditing Company shall produce a Final Audited Report that must be approved by MAE-DGCS and Artigiancassa This report shall cover the total amount of the expenditures related to the fourth instalment as well as the expenditures related to the third instalment not covered by the previous Audited report and a procurement report issued by PPAF concerning the 100 % of the fourth instalment issued by showing the compliance with the procurement procedures agreed upon;

8.6 The Borrower irrevocably undertakes to reimburse to Artigiancassa the amount not approved by MAE-DGCS and the same Artigiancassa.. In case the amount of the Credit Line shall be not completely utilized at the end of one year from the disbursement of the fourth installment, the Parties can agree to extend such period, in order to allow the disbursement of the contracts already allocated.

8.7 Continuous and regular monitoring shall be carried out by the World Bank according to a separate agreement between the DGCS and the WB through the entire duration of the Program, following the same procedure criteria applied by the WB in PPAF III Project. The Donor may participate to all monitoring activities of the WB on the Program and shall carry out independent monitoring whenever appropriate. A mid-term joint evaluation (MAE_DGCS, PMOF-EAD and The World Bank) shall be carried out after 24 months from the deposit of the first instalment on PPAF Account. A joint final evaluation shall be carried out no later than one year after Program completion.

CLAUSE 9

SOFT LOAN TERMS AND CONDITIONS

9.1 The soft loan shall have a concessionality level of 80%. (as per Sept. 2009 those conditions are: interest rate 0,00% per year; repayment of principals: in 37 years equal and consecutive instalments, of which 18 years of grace period). The final conditions shall be determined at the moment of the signature of the Financial Convention.

CLAUSE 10

INTEREST ACCRUED

10.1 Interest accrued from the deposit of the soft loan (considering both the main PMoF account and PPAF account) shall be used to finance program activities agreed with the Donor.

CLAUSE 11

CONTROLS DURING IMPLEMENTATION

11.1 MAE-DGCS reserves the right to control the implementation of the Program and the transparent, effective and efficient use of the funds provided by the Government of the Italian Republic. MAE-DGCS control activities may be carried out both in Italy and locally through: (i) MAE-DGCS experts during specific missions; (ii) personnel of the Italian Coordination Office in Pakistan, (iii) personnel of the Italian Embassy, (iv) personnel of the WB.

11.2 Control activities on disbursement are assigned to Artigiancassa.

CLAUSE 12

IMPEDIMENTS AND FORCE MAJEURE

12.1 In case of impediments to the implementation of the Program due to causes of force majeure recognised by both Parties according to practice (such as wars and armed insurgency, floods, fires, typhoons, earthquakes, labour conflicts and strikes, acts of any government, unexpected transportation difficulties or other causes) or in case of unsuitable security situation, peril or unsafe conditions for the expatriate personnel, as well as in case of lack of access to the project areas and activities by MAE-DGCS-Embassy personnel as stated under 6.1.6, the following provisions shall apply:

12.1.1 in case the duration of the impediment to the implementation of the Program is less than 12 months, the Program activities shall be suspended. The residual funds shall be maintained until the impediment finishes and MAE-DGCS authorises resumption of the Program activities;

12.1.2 in case the duration of the impediment to the implementation of the Program is greater than 12 months, the Parties shall agree on the destination of the residual funds.

CLAUSE 13

AMENDMENTS TO THE AGREEMENT

13.1 The Parties may modify this Agreement at any time. Any modification must be set out in written form through exchange of verbal notes, that shall come into force upon the receipt of the acceptance of the second party.

CLAUSE 14

SETTLEMENT OF DISPUTES

14.1 Any dispute between the Parties arising out of the implementation of this Agreement shall be settled amicably by consultations or negotiations between the Parties through diplomatic channels.

CLAUSE 15

TERMINATION OF THE AGREEMENT

15.1 MAE-DGCS reserves the right to terminate this Agreement in case of evident, unmotivated and prolonged delays in the implementation of the Program and the projects included and in case of misuse of funds.

CLAUSE 16

ENTRY INTO FORCE AND DURATION

16.1 Each Party shall notify to the other in writing the completion of the formalities required by the respective national laws and regulations necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of the reception of the last of such notifications.

16.2 This Agreement shall have the same duration of the soft loan repayment.

In witness thereof the undersigned, duly authorised by their respective Governments, have signed the present Agreement.

Done in two originals in English language, both texts being equally authentic.

H.E. Mr. Vincenzo Prati,
Ambassador of Italy in Pakistan,
on behalf of the Government of
the Italian Republic

14/01/2011

Mr. Sibtain Fazal Halim,
Secretary, Economic Affairs
Division, on behalf of the
Government of
the Islamic Republic of Pakistan

14.1.11

ISLAMABAD

ANNEX 1

ITALIAN COOPERATION
&
PAKISTAN POVERTY ALLEVIATION FUND

Programme for poverty reduction through rural development in Balochistan, Khyber-Pakhtunkhwa, Federally Administrated Tribal Areas and neighboring districts

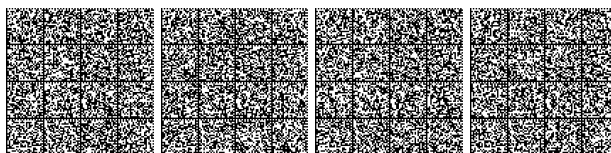
PROJECT DOCUMENT

Introduction to Pakistan Poverty Alleviation Fund (PPAF)

In the late 1990s, as part of the overall macroeconomic paradigm shift, the need was felt for a sector-dedicated institution for poverty reduction and grassroots development in Pakistan, which would operate as an independent autonomous entity, led by private incentives in support of broader public policy and economic development objectives. This apex would concentrate on quality assurance, cost effectiveness, sustainability and impact.

To that end PPAF was launched as *special purpose vehicle*, wherein, management and policy oversight rests with an independent Board of Directors, on which the Government of Pakistan has a representation through Ministries of Finance and Economic Affairs.
PPAF is an apex wholesaling institution for provision of financial and non-financial services. The PPAF model, as opposed to conventional methods, puts a strategic focus on community led, demand-driven approach with emphasis on community ownership/'buy-in' from identification and preparation to implementation and management of development interventions. A 'bottom-up approach' needs to be demonstrated by organizations seeking partnership with PPAF

As a model of Public Private Partnership, PPAF is focused on delivery of resources and services at the household level through microfinance, water and infrastructure, health and education, capacity building and livelihood interventions aimed at the poor and excluded with a special sensitivity to gender and environmental dimensions of development.

A number of externally commissioned studies (such as: Gallup Pakistan - PPAF Assessment of Outcomes, 2002; Gallup Pakistan - PPAF Assessment of Outcomes, 2005 and FAO - Implementation Completion and Results Report, 2009) have demonstrated the effectiveness of services provided by the PPAF and they have recommended its expansion.
PPAF has implemented an effective response for the most vulnerable populations in Pakistan, including those with disabilities as well as ethnic minorities.

PPAF III (World Bank)

PPAF was established in 1999 with the financial and technical support of the World Bank, which, after having financed the first two phases of the Programme (PPAF I and PPAF II) during the period 2000 - 2008, recently approved a third phase (PPAF - III) of 250 Million USD budget to be implemented over the next five years.
PPAF III objective is to empower the targeted poor with increased incomes, improved productive capacity and access to services to achieve sustainable livelihoods. This will be achieved by increased organization and inclusion of the poor in community institutions and their enhanced participation in economic activities, skill enhancement for taking-up higher value employment, and increased income through an increased asset base, improved infrastructure and market linkages. The project has mainstreamed gender into its objectives and design. The key outcome indicators to assess its achievement will be the following:

- Community institutions that are inclusive, viable and sustainable.
- An increase in household assets and/or incomes.
- Improved access to municipal and local services.

PPAF-III project builds on eight years of PPAF experience and aims to improve poverty outcomes through a deepening and saturation approach in targeted areas, a stronger focus on the marginalized groups of the most vulnerable and poorest households and through integrated approaches to livelihood enhancement that learn from other programs in Pakistan and South Asia. The PPAF-III project would also strengthen its approach to building inclusive institutions of the poor and improving their access to markets and local governments.
PPAF III comprises five components: i) Social mobilization and institution building ii) Livelihoods enhancement and protection; iii) Micro-credit access; (iv) Basic services & infrastructure; and v) Project implementation support.

The Italian Cooperation Programme

The Programme to be financed by the Government of Italy through the Directorate General for Development Cooperation aims at contributing to poverty reduction for the population of Balochistan, Khyber-Pakhtunkhwa and FATA (Federally Administrated Tribal Areas). These Provinces bordering with Afghanistan are suffering from poverty, as well as from on-going conflicts and they have to be considered the most vulnerable areas of the country.
This initiative is in line with the PRSP (Poverty Reduction Strategy Paper) elaborated by the Pakistani Government as guiding document for poverty reduction, and it will be based on the PPAF III (Pakistan Poverty Alleviation Fund - third phase) financed by the World Bank, using the same methodology and contents, as a parallel financing. This will ensure synergy and coordination with PPAF World Bank Programme (PPAF III) and with other international bilateral/multilateral Programmes for effective use of resources that will lead to maximum benefit for the poor and vulnerable.
The choice of PPAF as executor counterpart of the Italian Cooperation intervention was based on the existing outreach and penetration capacity developed over the past eight years and on the successful results obtained. Indeed, the PPAF built a deep net of interventions in 126 out of the total 134 Districts of the country, including bordering areas, in coordination with a network of 75 Partner NGOs, organizing the work of some over 150,000 groups/communities, assisting urban/rural people in development sectors.
The Italian Programme will be financed by the Italian Cooperation with a provision of 40 million Euros Soft Loan facility and a grant of 380.739.00 Euros for provision of Italian technical assistance. The above Soft Loan will be transferred to PPAF by the Pakistani Government for financing social, livelihood and rural development activities. In line with

the PPAF model all interventions will be operated through Partner Organizations.
In the framework of an holistic approach aimed at improving the society as a whole, the Programme will develop interventions promoting income-generating activities and rural micro-enterprise development. The most important fields of intervention will be: local communities empowerment, especially regarding women, creation of social safety nets for the vulnerable, building of productive infrastructure on a small scale, education and basic health care.
In order to maximize outcomes related to local empowerment, preference in recruitment, as and where feasible, will be given to persons belonging to the local areas.

Programme Objectives

Population poverty reduction through the creation of sustainable conditions of social and economic development, including income and production capacity increase.
The specific objectives of the Programme is the establishment of a social and productive infrastructure system and the establishment of an effective and sustainable social safety net.

Expected outputs

1. Social structure and community organizations strengthened, with increased empowerment of the local communities and increased capacity of relating with central institutions, other organizations and markets.
2. Effective social safety net established in favour of the populations' poorest groups, women, children, old people and disables especially.
3. Local productive infrastructures (water infrastructures, civil and energetic works, access to markets, wells, roads, pipelines, power grids, etc..) built and functioning.
4. Access of local population to the basic social and health services, including education obtained.

Programme activities

All activities to be implemented will be specified on a detailed Work Plan which will be elaborated by a joint team formed by PPAF and the Italian Cooperation. The initial Work Plan and subsequent modification/updating have to be formally approved by the Italian Cooperation/Italian Embassy, prior to their implementation.
The activities to be specified in the Work Plan will be grouped under the following four categories and will be in line with the principles outlined below:

1. **Social mobilization**. Empowerment of the local populations. Establishment, support and strengthening of grassroots community-based organizations and facilitation of their grouping at higher levels (villages and departments) and fortification of their ability to communicate with the provincial and central governments.
2. **Livelihood enhancement and protection**. Protection of the weakest sectors of the population through the creation of social safety nets capable of responding to the most immediate basic needs.
3. **Construction and improvement of small-scale community infrastructures** such as irrigation systems, aqueducts, wells, power lines, etc..
4. **Establishment of basic health and educational services**, including primary schools and basic health units.

The four components - which obviously influence per se the reduction of poverty – will also act as helpful steps to create synergies and foster access to microcredit activities financed under different bilateral and multilateral Programmes, as is the case of the PPAFIII initiative funded by the World Bank. The Italian Programme is a parallel financing of the PPAFIII that is supposed to intervene in the same areas and among whose components, microcredit provision, is one of the most significant.. In the early years of implementation, the Programme will first focus on strategic interventions aimed at mobilizing social networks and at developing and improving infrastructure and basic services.
In line with the holistic approach to achieve an integrated development of the territories, the 4 above-mentioned components are not to be understood as separate ones but they will need to act in a synergic way, leading to mutual beneficial effects.

The total budget of the Programme is 40 million Euros that will be used by PPAF in accordance with the following breakdown:

1	**Social mobilization**	**5.000.000,00**
2	**Livelihood enhancement and protection**	**5.000.000,00**
3	**Construction and improvement of small-scale community infrastructures**	**14.500.000,00**
4	**Establishment of basic health and educational services**	**14.500.000,00**
6	**Operating costs of PPAF**	**1.000.000,00**

Component 1: Social mobilization (5 million Euros)

This component of the Programme aims at the fortification of the local communities' social structure and at the community empowerment resulting in communities undertaking active role in their own development.

Community empowerment has to be considered as the capacity of the communities to cope with their own needs, developing their own strategies for growth and creating responsible and inclusive institutions - especially towards the weakest population sections - for social and economic development.

A first level of intervention will consist of the creation, support and training of community-based groups, belonging to the same social/productive context. PPAF being model neutral, will let its implementation partner form community groups of any number of members in the light of their own contextual realities. At the same time, the Programme will facilitate the coordination of these different community-based groups into village organizations and their grouping into higher levels.

All different levels of social mobilization will receive adequate training concerning both democratic process and consensus building and the different technical aspects of development that will gradually emerge from the development process itself.

In short, this component would *inter alia* support the following activities:

- Situation analyses and wealth ranking processes (i.e. poverty targeting or any objective measure of poverty assessment);
- Organization of households into Community Organizations and Village Organizations (VOs) through field based social mobilization teams and adequate supervisory structures;

- Training of field based social mobilization teams:
- Clustering of VOs at the union council area level as third tier representative organizations, depending on maturity of the first and second tiers:
- Training and capacity building inputs all three tiers of community institutions.

The facilitation of local populations associations at different hierarchical levels, already tested and supported by PPAF I and II, aims at strengthening democratic dialogue and the capacity of the local communities of positively and creatively impacting on local and central institutions through a bottom-up dynamism.

Social mobilization activities will be carried out through the action of local PPAF Partner NGOs already working at the local level, through the action of social awareness trainers adequately trained by the Programme itself.

The training will focus on group management techniques aimed at promoting productive dialogue, team management, group-based leadership, collaborative management of conflicts and related psycho-social skills. PPAF's social mobilisation process will include emphasis on state-citizen relationship, disaster preparedness, spatial planning and caring of vulnerable as collective responsibility of community institutions.

Component 2: Livelihood enhancement and protection (5 million Euros)

The objective of this component is to respond to immediate basic needs of the poorest sections of the population not capable of satisfying their own basic needs, in order to safeguard livelihood especially in times of crisis as famine, natural disasters or negative conditions arising from war.

As a matter of fact, in the country's selected poorest areas involved in the Programme, a large percentage of the population, which can be defined ultra-poor, lacks even the minimum requirements to access microcredit. Therefore, they need, especially in the early stages of intervention, to be sustained through forms of grants and subsidies, designed to ensure their survival.

Microfinance, by its nature, tends inevitably to privilege, amongst the poor, those who already have a certain degree of productive capacity and/or financial facilities to generate income and it does not pay attention to the poorest, letting them slide towards more and more marginal social levels.

From this perspective, the social safety nets, if properly accompanied by training and empowerment activities (see component 1), creates an opportunity to gain access to higher levels of production capacity.

The Programme will provide assistance to the ultra-poor (identified by the poverty score card or any other objective measure of poverty assessment) in the form of livelihood grants, either directly or through productive assets provisions.

This component will support the following activities:

- Establishment of community groups around productive or entrepreneurial activities where community members identify livelihood needs and opportunities; and
- Finance interventions to community institutions, in the form of Livelihood Grants to support:

a) Asset transfers, which are productive asset, targeted at the ultra-poor;
b) Asset building to increase productivity, including improved natural resource management, agriculture and fisheries;
c) Building linkages, where relevant or appropriate, with other livelihoods and safety nets Programmes of Government and other actors;

d) Vocational, skills and technical training to increase employability as well as enhance productivity;
e) Micro enterprise development training to eligible beneficiaries and technical assistance to identify and support innovative micro-enterprises and value chain development that will result in improved livelihoods;

In order not to slip into a *welfarism* situation, which is not at all in line with the philosophy of the Programme itself, livelihood grants will be regularly monitored and accompanied by training activities. These will be aimed at enabling a gradual transition towards sustainable conditions for microcredit access potentially available in the areas of intervention. The training will focus on work orientation, identification of potential productive resources and it will provide technical assistance and support in starting small income-generating activities.

PPAF Partner Organizations will hire professionals to ensure effective implementation of the component..

Component 3: Construction and improvement of small-scale community infrastructures (14,5 million Euros)

Component 3 will consist of the following activities:

- Civil works related to protective and productive infrastructure as part of integrated rural development;
- Works related to various types of infrastructure projects including Integrated Water Efficient Irrigation (IWEI), innovative and emerging technologies, Drought Mitigation and Preparedness Plan (DMPP) and other related interventions;
- Works related to provision of basic infrastructure projects, including drinking water, water supply, roads and bridges, sanitation and other related interventions;
- Technical assistance to support capacity building and training.

This component will include all capital and operating costs related to the above mentioned activities.

Identification of sub-projects is to be demand-driven and their selection transparent and based on economic and environmental sustainability as determined by the willingness of the communities to make arrangements for operations and maintenance. Intermediary agencies, such as Partner Organizations, should assist communities in organizing groups and preparing, implementing and managing these schemes. These should not only provide communities with assets that contribute to increasing incomes and production, but should also act as investments in strengthening their organizations.

The basic projects could include technological innovations such as drip irrigation, solar lights and pumps, wind mills, bio-gas, and others. Besides the direct project component investments, provision for technical assistance and third party evaluations will also be included to support capacity building and training where required.

The selection of priority infrastructure projects to be executed will not be determined a priori from the outside, but they will emerge from communities themselves, within moments of decision established by the process of social mobilization enucleated in component 1. This participatory, demand-driven methodology based on the community will ensure that the identification of the project will correspond to the most urgent needs of development perceived by the population itself and will contribute to the empowerment of the local groups involved in the process.

Component 4: Establishment of basic health and educational services (14,5 million Euros)

Educational services and basic health facilities do not exist in large sections of the three bordering areas. Provision of education and health services is the primary objective of this component.

With regard to education, the Programme will provide selected communities with a wide range of goods and services necessary for the establishment and operation of primary schools and, where possible, secondary schools .

In particular, with regard to education, the following activities will be implemented:

- Construction of school buildings;
- Selection and training of teachers (selected, when possible, among the locals who already have a good cultural education and a pedagogical potential);
- Provision of appropriate educational materials approved by the Government;
- Provision of teaching and learning equipment.

This component will include all capital and operating costs related to the above mentioned activities.

In order to ensure sustainability of the educational component once the Programme is finished, these schools will be relying as much as possible on local resources, in line with what already pioneered by the PPAF I and II, known as community schools.

With regards to the health sector, the program intends to create small Health Care Units and on-site training of nurses and para-medical personnel in order to ensure that each community can be provided with primary care and with people instructed on how to behave in case of emergency.

The Partner Organizations will take care of the connection between the Health Units and the nearest hospitals/Health Centres.

Some of the most important Programme activities in the health sector will be the following:

- Construction of Basic Health Units at village level;
- Provision of Health Units with basic pharmaceutical dispensary, basic tools for laboratory tests, most important vaccinations and medical instruments for intervention in cases of emergency;
- Training of nurses/para-medical personnel on how to provide medical/nursing base care, how to make a submission to the relevant structures in case of need and how to recognize early signs of childhood diseases and at-risk pregnancies;
- Training of local population, especially women, on the following topics:
  - a) Women reproductive health;
  - b) Basic hygiene and disease prevention methodologies;
  - c) Promotion of health through the adoption of healthy lifestyles;
  - d) Other medical issues particularly relevant at the local level.

This component will include all capital and operating costs related to the above mentioned activities

Indicators

The performance and effectiveness of the Programme will be assessed through a diverse range of indicators including, but not limited to, the following ones:

Social mobilization

- Number of community organizations, village organizations and higher level organizations formed and meeting regularly
- Percentage of people of the communities in the areas of the intervention members of community-based organizations
- Percentage of women inside the community organizations
- Percentage of community and village organizations federated at a higher level
- Perception of self-efficacy, self-esteem and coping skills, as measured by self-administered questionnaires and interviews
- Capacity of democratic dialogue, measured through group participation (number of participants and interventions at meetings, percentage of people who take the floor, relevance of topics covered)
- Number of conflicts mediated positively through the group
- Number of decisions taken by consensus of the community

Livelihood enhancement and protection

- Percentage of ultra-poor (identified through the Poverty Score Card), in particular women, children, elderly and disabled, who received subsistence goods necessary for survival
- Percentage of community organizations that have set up a Community Fund for subsistence
- Percentage of recipients of the subsistence gifts who has received training for productive activities

Construction and improvement of small-scale community infrastructures

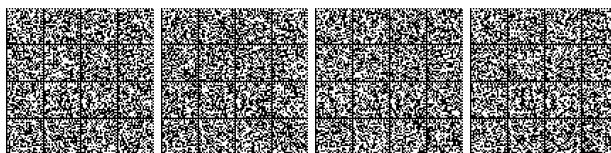
- Number of infrastructures built (wells, roads, pipelines, power grids, etc.)
- Increase in average family income as a result of the productive infrastructure built
- Increase of the percentage of communities with access to drinking and irrigation water due to the infrastructure built.

Establishment of basic health and educational services

- Number of schools established
- Number of children attending school
- Number of basic Health Units formed
- Number of people who have access to health services
- Level of satisfaction of people who received health care
- Number of nurses and paramedic staff trained

All indicators/data have to be gender disaggregated in order to show the inclusion of women in the development process.

Methodology

The Programme will be implemented by the PPAF in close collaboration with the Italian Coordination Office that will be established in Pakistan, through NGOs as Partner Organizations (Pos) in reaching-out to the poor at the local level.

Financing would be provided to POs with good track records of working with communities and building their capacity to handle grants, implement and maintain small scale infrastructure, facilitating livelihoods development and support social sector interventions.

In relation to the mandate of PPAF, POs are defined as all those Non-Governmental Organizations (NGOs), Rural Support Programs (RSPs), CBOs, and/or private sector institutions and entities that are involved in the work of poverty alleviation.

As grass root intermediaries, POs are expected to perform the following functions, depending upon arrangements reached with PPAF:

- Mobilizing communities including women, youth, disabled, minorities, and other marginalized groups;
- Training to develop diverse capacities and skills relevant to the Programme;
- Facilitating the identification and development of livelihood initiatives and the establishment of forward and backward linkages to improve returns and opportunities;
- Providing grants for livelihood enhancement;
- Providing communities with health and education facilities;
- Assisting communities with the preparation of village proposals including livelihood and infrastructure plans;
- Facilitating communities in implementation the above mentioned projects;
- Supervising and monitoring PPAF-financed projects.

The implementation methodology will consist of the following steps:

1. Community groups submit proposals and plans to POs for subprojects (such as livelihood grants, small infrastructure schemes) for implementation.
2. POs appraise proposals and sub-projects according to their eligibility criteria and submit proposals to PPAF for funding.
3. PPAF appraises POs that meet its eligibility criteria and continuously monitors, evaluates and audits their performance.

Terms and conditions between the PPAF and the PO's and between the POs and the beneficiaries are clearly laid out in their respective Terms of Partnership (see PPAF Operations Manual for detailed eligibility criteria, terms of partnership and flow of funds).

Monitoring and Evaluation

The monitoring of the Programme will be conducted through the assistance of the World Bank. The donor will also maintain close contact with PPAF and continuously monitor the Programme.

As structured by the PPAF I and II and as previewed by PPAF III, the monitoring will be based on information/data generated and made available by PPAF through its Management Information System (MIS) and other mechanisms and sources capable of highlighting institutional, economic and social progress. The MIS will promote an environment of continuous learning-by-doing and will enable PPAF to monitor the Programme outputs using appropriate financial and non-financial indicators of development.

The Programme will include a mid-term and a final evaluation in close coordination with the World Bank. The first one will be executed after 24 months of implementation in order to assess the partial outputs achieved and suggest possible on-going adjustment measures.

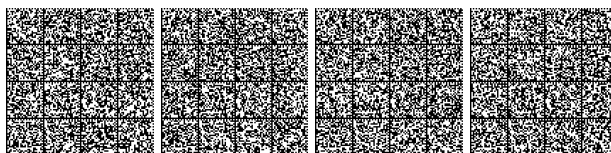
The final evaluation will be conducted at the end of activities in order to assess the overall achievement of the Programme objectives.

The Italian Cooperation may join the World Bank in the evaluation exercises.

ANNEX 2

WB Guidelines:

Procurement under IBRD Loans and IDA Credits dated May 2004 and revised in October 2006 and May 2010; WB Guidelines:

Selection and employment of Consultants by World Bank Borrowers dated May 2004 and revised in October 2006 and May 2010

ANNEX 3

PROCUREMENT TABLE

	TRESHOLD	**GUIDELINES REF.**	**MANAGING AUTHORITY (tender procedure and contract management)**	**TENDER NOTICE PUBBLICATION IN ITALY**	**DGCS PRIOR REVIEW (Y/N)**		**DGCS POST REVIEW (Y/N)**
PROCUREMENT	**(in EURO equivalent)**				**TENDER DOCUMENT**	**CONTRACT AWARDING**	
Civil Works	>1,000,000.00	WB Guidelines for Procurement under IBRD Loans and IDA Credits + ANNEX 3 + ANNEX 4	PPAF	2 NATIONAL NEWSPAPERS + GURI	YES	YES	
	>200,000.00		PPAF	1 NATIONAL NEWSPAPER AND GURI	NO	YES	
	<= 200,000.00		PPAF	NO	NO	NO	YES
Goods and Services	>500,000.00	WB Guidelines for Selection and Employment of Consultants by WB Borrowers revision	PPAF	2 NATIONAL NEWSPAPERS + GURI	YES	YES	
	>133,000.00		PPAF	1 NATIONAL NEWSPAPER AND GURI	NO	YES	
	<=133,000.00	xxx + ANNEX 3 + ANNEX 4	PPAF	NO	NO	NO	YES

DGCS: Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs
GURI: Official Bulletin of the Republic of Italy

ANNEX 4

ELIGIBILITY CRITERIA, ETHICAL CLAUSES, Contract General principles

This Annex harmonizes the latest edition of the "*Rules and Procedures for service, supply and works contracts financed from the general budget of the European Commission in the context of cooperation with third countries*" with the fundamental principles of Italian law on procurement and development aid.

1. Contractor Eligibility

1.1 The rule on objectivity and impartiality

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

1.2 The rule oN economic, financial, professional, and technical capacity

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 *Economic and financial standing*: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 *Professional and technical capacity*: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

1.3 Ground for exclusion for participation in contracts

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 8.8.1994, n. 490 ("Antimafia). Italian tenderers/offereres must provide the evidence thereof by the "certificato antimafia", issued by the competent Italian authorities. Non-Italian tenderers/offerers must provide equivalent certificates, if issuable under their respective national law.

1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.

1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.

1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.

1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.

1.3.8 They are guilty of serious misrepresentation in supplying the information required by the MAE-DGCS as a condition of participation in a tender procedure or contract.

1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the MAE-DGCS or another contract financed with Italian funds.

2. CONTRACT GENERAL PRINCIPLES

2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders.

2.4 Contracts may not be modified, unless the modification is approved by the MAE-DGCS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement whatsoever for activities carried out without prior authorization. If MAE-DGCS or the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial resources available for the contract to be awarded.

2.6 Modifications of supply and service contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:
2.6.1) modifications of applicable laws and regulations;
2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;
2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
2.6.4) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;
2.6.5) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;

2.6.6) contractors may not refuse the above-mentioned modifications: such modifications shall be executed at the same contractual conditions:
2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit. provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon MAE-DGCS prior authorization. which may only be granted in the following cases:
2.7.1) modifications of applicable laws and regulations:
2.7.2) unforeseen and unforeseeable circumstances. including the implementation of new materials. components or technology not existing when the project was made. provided that the modifications ameliorate the quality of the performance. without altering the initial project and without increasing the contract total amount;
2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;
2.7.4) geological problems not predictable in the executive project;
2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for the damages; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;
2.7.6) modifications. which increase or reduce the total contract amount. necessary to improve the quality and performance of the project are allowed up to 5%. provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment. the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids. bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable.

2.11 Contract prices shall be denominated and paid exclusively in euros. except for local procurement. Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy. for winding-up. for administration by the courts. for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence. contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 ELIGIBLE AND INELIGIBLE COSTS

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic. and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

b) goods, services and civil works directly or indirectly connected to police or military activities;

c) non-income / non-profit taxes (including VAT) and import duties;

d) provisions for outstanding debts and future losses of the beneficiary or the final users;

e) interests owed by the beneficiary or the final users to any third party.

4. EthicAL clauses

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the MAE-DGCS has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderes who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 The MAE-DGCS reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

4.13 Contractors undertakes to supply the MAE-DGCS on request with supporting evidence regarding the conditions in which the contract is being executed. The MAE-DGCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

4.14 Contractors found to have paid unusual commercial expenses on Projects funded by the MAE-DGCS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving MAE-DGCS funds.

4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other MAE-DGCS contracts and in penalties. The individual or company in question must be informed of the fact in writing.

4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

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<tr><td colspan="4">MATERIA: rafforzamento delle istituzioni libanesi e sostegno alle politiche di sviluppo locale</td></tr>
<tr><td>POSIZIONE:</td><td colspan="3">DEPOSITO: Busta n.</td></tr>
<tr><td colspan="4">TITOLO: Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica del Libano relativo al rafforzamento delle istituzioni libanesi e sostegno alle politiche di sviluppo locale con focus sulle fasce di popolazione più vulnerabili.</td></tr>
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Controparte: 26.09.2011
Ricezione: 27.04.2012</td><td colspan="3">Comunicato G.U.:
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<tr><td colspan="4">DURATA: fino al completamento degli obblighi delle Parti</td></tr>
<tr><td colspan="4">DEN./DEC.: Si, a tre mesi.</td></tr>
<tr><td colspan="4">NOTE:

VD.:</td></tr>
<tr><td>CLAUSOLA ENTR.VIGORE: Art. 12</td><td colspan="3">ADEMPIMENTI INTERNI:</td></tr>
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N. 48 /9

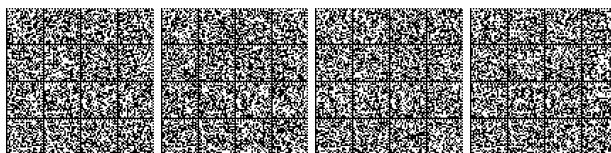
L'Ambasciata del Libano presenta i suoi complimenti al Ministero degli Affari Esteri ed ha onore di riferirsi all'Accordo bilaterale relativo al "*rafforzamento delle istituzioni libanesi e sostegno alle politiche di sviluppo locale con un focus sulle fasce di popolazione più vulnerabili*" firmato a Beirut il 15 luglio 2010 .

L'Ambasciata del Libano ha l'onore di comunicare con la presente di aver ricevuto in data 26/4/2012 la seconda notifica dell'Accordo sopramenzionato mediante la Nota Verbale N. 6511/107580 del 24/4/2012, per cui tale Accordo, conformemente all'articolo 12, entra in vigore in data 26 Aprile 2012.

L'Ambasciata del Libano coglie l'occasione per rinnovare al Ministero degli Affari Esteri i sensi della sua più alta considerazione.

Roma, li 27/4/2012

Direzione Generale Cooperazione allo Sviluppo
Ministero degli Affari Esteri
Farnesina
ROMA

VIA G. CARISSIMI, 38 - 00198 ROMA - TEL. 06.8537211 - FAX 06.8411794
http://www.liban.it - E-mail: liban@tiscali.it

Ministero degli Affari Esteri

6511/107580

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Libanese ed ha l'onore di riferirsi all'Accordo bilaterale relativo al "Rafforzamento delle istituzioni libanesi e sostegno alle politiche di sviluppo locale con un focus sulle fasce di popolazione più vulnerabili", firmato a Beirut il 15 luglio 2010.

Il Ministero degli Affari Esteri ha l'onore di notificare con la presente, ai sensi dell'articolo 12 dell'Atto internazionale sopra citato, che da parte italiana sono state portate a termine le procedure richieste dall'ordinamento interno per l'entrata in vigore dell'Accordo stesso. Poiché il Governo della Repubblica Libanese ha già provveduto ad effettuare analoga notifica mediante la Nota del Ministero degli Affari Sociali n. 851/S del 26 settembre 2011, l'Accordo entrerà in vigore, conformemente a detto articolo 12, alla data di ricevimento della presente notifica.

Il Ministero degli Affari Esteri, nel restare in attesa di una comunicazione recante la data di entrata in vigore dell'Accordo, si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Libanese gli atti della sua più alta considerazione.

Roma, 24 APR. 2012

MINISTERO DEGLI AFFARI ESTERI

All'Ambasciata della Repubblica Libanese

Via Giacomo Carissimi, 38

00198 ROMA

Republic of Lebanon
Ministry of Social Affairs

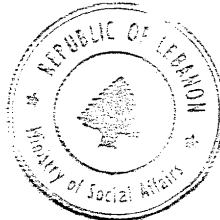
55 /S
26 SEP 2011

NOTE VERBALE

The Lebanese Ministry of Social Affairs presents its compliments to the Ministry of Foreign Affairs of the Italian Government and has the honor to inform, based on the Article 12 (*Entry into force and duration*) of the Agreement between the Government of the Italian Republic (represented by the Embassy of Italy) and the Government of the Republic of Lebanon (represented by the Ministry of social Affairs) concerning the Project "*Strengthening of Lebanese Institutions and support to the most vulnerable groups at local level* ",that was signed in Beirut on July 15^{th} 2010 and ratified by DecreeN. 5294 dated October 28^{th}, 2010, that the Ministry of Social Affairs has accomplished the internal procedures necessary to the entry into force of the above-mentioned Agreement.

The Lebanese Ministry of Social Affairs avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Italian Government the assurances of its highest consideration.

Best Regards.

REPUBLIC OF LEBANON
Ministry of Social Affairs

Minister of Social Affairs

Wael Abou Faour

H.E. GIUSEPPE MORABITO
AMBASSADOR OF ITALY
EMBASSY OF ITALY
Rue du Palais Présidentiel
BAABDA- LEBANON

AGREEMENT

Between

THE GOVERNMENT OF THE ITALIAN REPUBLIC (GOI)
Represented by the Embassy of Italy

And

THE GOVERNMENT OF THE LEBANESE REPUBLIC (GOL)
Represented by the Ministry of Social Affairs

Concerning

Strengthening of Lebanese institutions and support to the most vulnerable groups at local level

The Italian Government and the Lebanese Government, hereinafter referred as to the "Parties",

CONSIDERING the Development Cooperation Agreement between the two Parties, signed on June the 24th, 2002;

WHEREAS, the Government of the Republic of Lebanon has requested the GOI Community to assist the Country in its recovery process;

WHEREAS, on January 25, 2007 during the International Conference for Support to Lebanon – Paris III, the GOI expressed its willingness to refinance co-operation projects aimed at helping to solve the Lebanese financial crisis and to improve social and economic conditions of the Lebanese population

WHEREAS, several interventions are urgently needed in different fields such as: Sustained development (agriculture, economic recovery, renewal of commercial activities), health, inequities (gender discrimination), safety (clearance of unexploded bombs) refugee children (assistance to Palestinian refugees), Child rights (child advocacy, child participation, child protection, child friendly communities)

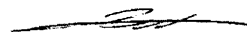
WHEREAS the Ministry of Interior and Municipalities with letter n. 2802/S.M dated October 14th, 2009, on behalf of the GOL, has requested the financial support of the GOI in the implementation of activities related to the promotion of rights of vulnerable children and youth and to develop practical tools for municipalities to engage in a child friendly process;

WHEREAS the Ministry of Social Affairs in charge of the Higher Council for Childhood with letter dated October 6th, 2009, on behalf of the GOL, has requested the financial support of the GOI to promote the rights of vulnerable child and youth;

WHEREAS the Ministry of Social Affairs with letter dated January 19th, 2010, on behalf of the GOL, has requested to take over coordination responsibilities for the above mentioned project;

WHEREAS the Ministry of Social Affairs with letter dated January 29, 2010, on behalf of GOL, has taken over the coordination responsibilities for the project;

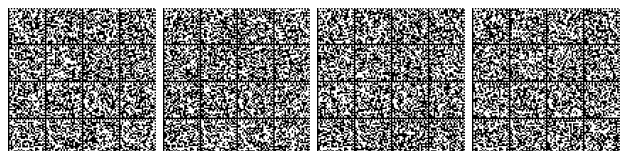
WHEREAS the Government of the Italian Republic agrees to contribute funds to the Ministry of Social Affairs for the implementation of the Program "Strengthening of Lebanese institutions and support to the most vulnerable groups at local level";

WHEREAS the Ministry of Social Affairs has agreed and is prepared to receive and administer the contribution for the implementation of the Program;

WHEREAS, several meetings and consultations took place between the Italian Government and Lebanese authorities represented by the Ministry of Social Affairs;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

1. "Parties" means the Government of the Lebanese Republic and the Government of the Italian Republic;
2. "Government of Lebanon" (GOL) means the Government of the Lebanese Republic;
3. "GOI" means the Government of the Italian Republic;
4. "MoI" means the Ministry of Interior and Municipalities;
5. "MOSA" means the Ministry of Social Affairs;
6. "DGCS" means the General Directorate for Development Cooperation of the Ministry of Foreign Affairs –of the Italian Republic;
7. "Program" means the "strengthening of lebanese institutions and support to the most vulnerable groups at local level";
8. "BOL" means the Bank of Lebanon (Banque du Liban);
9. "Agreement" means the present Agreement between the Government of the Italian Republic and the Government of the Lebanese Republic;
10. "GOP" means the General Operation Plan.

ARTICLE 2
OBJECTIVE

Support to national strategy for child protection and sustain to local services in the three pilot municipalities for vulnerable groups of the population in particular children at risk (minor and youth), in order to prevent and combat all forms of exploitations they are exposed to as described in Annex 2.

ARTICLE 3
ROLE & CONTRIBUTION FROM THE MOSA

The MOSA undertakes to contribute through:

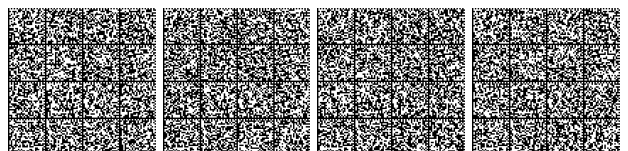
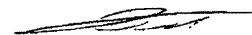
1. Designating a focal person appointed by the MOSA that will act as operational counterpart, in order to participate to the management of the activities of the Program, described in Annex 2. This person resource shall cooperate with the expert appointed by the GOI.
2. Providing the necessary premises, facilities and logistics to host the Program.
3. Facilitating, where needed, meetings and other arrangements touching upon the GOI's activities and coordination role in the relevant fields.
4. Keeping all documentations/records pertaining to the support mentioned here-above for a minimum of five years after the completion of the Program for auditing purposes carried out by the GOI.

ARTICLE 4
THE CONTRIBUTION

1. (a) The GOI shall, in accordance with the schedule of payments set out below, contribute to the MOSA of Euro 1,500,000.00 (one million five hundred thousand Euros). Payment shall be made as follows: 1. the first installment of Euro 416,000.00 (for hundred sixteen thousand Euros) shall be deposited upon the approval of the General Operational Plan by the DGCS; 2. The second installment of Euro 569,500.00 (five hundred sixty nine thousand five hundreds Euros) will be transferred when 80% of the first installment has been spent, and upon receipt and written approval by the DGCS of the Financial Statement, the Technical and Audit Reports. 3. The third installment of Euro 514,500.00 (five hundred fourteen thousands five hundreds Euros) will be transferred when 80% of the second installment has been spent, and upon receipt and written approval by the DGCS of the Financial Statement, Technical and Audit Reports.
   The contribution shall be deposited in the dedicated bank account of Banque du Liban communicated by the MOSA to the GOI:

   (b) The MOSA shall communicate to the GOI the Bank details and address, once the Agreement is signed.

   (d) The contribution shall be exclusively used for the Program.

2. All financial accounts and statements shall be expressed in Lebanese Pounds according to the exchange rate. The exchange operations will be duly registered and would be part of the Financial Statements.

ARTICLE 5
UTILIZATION OF THE CONTRIBUTION

1. The fulfillment of the responsibilities required from the MOSA pursuant to this Agreement and the annexed technical document shall be dependent on receipt by the MOSA of the contribution in accordance with the schedule of payment as set out in Article 4, paragraph 1, above.

2. If unforeseen increases in expenditures or commitments are expected or occur during the program implementation (whether owing to inflationary factors or unforeseen contingencies), the MOSA shall promptly submit to the GOI a supplementary estimate showing in detail the nature and amount of these additional requirements and consult with it in order to resolve the problem.

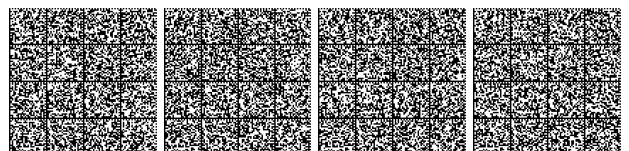
3. Any arising interest income attributable to the contribution shall be credited to the MOSA Account and shall be utilized upon written agreement by the GOI solely to cover additional activities of relevance to the program objectives and tasks.

4. No proceeds from the Contribution shall be used for the payment of any duty and tax (import duty, levy, fee of any kind) imposed under the law of Lebanon or any luxury items or any articles that could be employed for military purposes

5. MOSA or other implementing entities will select contractors according to the contract procedures for EC external action (latest edition), adapted to Italian Law 49/87 as indicated in Annex 1.
In case of works contracts exceeding 1,000,000.00 Euro, services contracts exceeding 200,000.00 Euro and supplies contract exceeding 150,000.00 Euro, MOSA or other implementing entities will select executing Italian companies according to the same procedures. An ex-ante cost evaluation of the foreseen intervention will be performed by MOSA or other implementing entities and agreed by DGCS (including price analysis of the estimated unit prices). All the bids exceeding the starting price, based on the performed cost evaluation as clearly indicated in the tender documentation, will be cancelled. In case none of the tender satisfies the selection/award criteria of the tender procedure, or there are fewer than three eligible candidates/bidders, or no tender achieves the minimum threshold during the technical evaluation, or the total price of all tenders received exceeds the maximum amount available for the contract, MOSA or other implementing entities will re-launch a new tender not restricted to Italian companies.

ARTICLE 6
ADMINISTRATION AND REPORTING

1. Program management and expenditures shall be governed by the regulations, rules and directives of the European Commission external action (latest edition), adapted to Italian Law 49/87 as indicated in Annex 1.

2. The MOSA shall provide the GOI with the following reports:
   (a) A General Operational Plan to be prepared and submitted after the signature of the present agreement (GOP);
   (b) A Semestral Operational Plan to be prepared no later than ten days before the meeting of the Steering Committee (SOP);
   (c) A technical report and financial statement of program implementation to be submitted to the DGCS to request the second and third installments;

(d) A final technical report summarizing program activities and impact of activities as well as all financial data within three months of the date of completion of the activities or termination of the Agreement.

ARTICLE 7
EQUIPMENT

Ownership of equipment, material and supplies financed under the Program, following its operational completion, shall rest in the MOSA.

The GOI reserves the right to recover the equipment or their equivalent value from the MOSA, in case of misuse of the equipment acquired for the purpose agreed upon in the context of the Agreement.

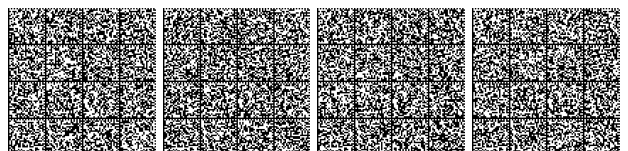
ARTICLE 8
MONITORING AND EVALUATION

A joint monitoring/appraisal/evaluation of the activities financed under the aforesaid Program shall be undertaken by the GOI and the MOSA. The GOI reserves the right to undertake any control activities it seems necessary. The MOSA will make available all the documentation related to the program for this control. The costs of the control/monitoring/appraisal/evaluation activities shall be borne by the Program.

ARTICLE 9
AUDITING

The Lebanese branch of a prime internationally renowned Auditing Company shall be selected following the procedure established in the Article 5.5 and shall conduct an audit of all procurement procedures and financial transactions related to the implementation of the Program when: - up to 80% of the first and second installment is spent, anyway, after 12 and 24 months from the entry into force of the agreement; - up to 100% of the third installment is spent. Auditing costs shall be borne by the Program. The audit reports will be forwarded to DGCS as soon as they will be issued.

ARTICLE 10
VISIBILITY

The official logo and name of the GOI shall be used by the MOSA along with its own one in view of providing proper visibility to the Program activity. The MOSA shall acknowledge the contribution of the GOI to the Program in any advertising or publicity connected with the Program.
The MOSA keeps the right to use solely its logo where needed with the written agreement of the GOI.

ARTICLE 11
ANTI-CORRUPTION

The Parties shall not offer to any third party neither seek, accept nor get promised directly or indirectly for themselves or for another party any gift or benefit which would or could be construed as an illegal or corrupt practice.

ARTICLE 12
ENTRY INTO FORCE AND DURATION

The Agreement shall enter into force on the date of receipt of the second notification of the completion of the internal procedures by each Party.
It will remain in force until completion of all obligations of the Parties, including all programme activities stated under this Agreement.

ARTICLE 13
COMPLETION OF THE AGREEMENT

1. The MOSA shall notify the GOI when all activities relating to the Program have been completed.

2. Notwithstanding the completion of the Program, the MOSA shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of the Program have been satisfied and Program activities brought to an orderly conclusion.

3. The part of the contribution which has not been used upon completion of the Program, as reported in the final financial report, shall be refunded to the GOI unless otherwise agreed by the Parties.

4. The MOSA shall guarantee that the funds will be solely used in fulfillment of the objectives of the present Agreement, taking any possible action to assure the transparent and efficient use of the funds. The MOSA shall further take any step to prevent any abuse and illicit use of the Italian Contribution. In the event that the funds have been misused and at variance with the scope of the present Agreement, the MOSA shall refund the amount incorrectly spent.

ARTICLE 14
TERMINATION OF THE AGREEMENT

1. The Agreement may be terminated in the following cases:
   a. In the event of non compliance, non execution or breach by one of the two Parties of the obligations agreed upon by this Agreement, the other Party may terminate the Agreement, after written notice, with immediate effect.
   b. In the event resulting from force majeure (natural disaster, etc.) which permanently prevents the execution of the Agreement, either Party may terminate the Agreement from the moment when it becomes impossible to carry it out.

2. In case of premature termination of the Agreement, the MOSA shall submit to the GOI a

final report and a final financial statement. All installments paid by the GOI and all material purchased with the GOI funds which have not been committed to the Program shall be returned to the GOI within three months following the premature termination.

3. The letters exchanged to this effect and which are relevant to any of the cases mentioned in the present article shall become an integral part of the Agreement.

ARTICLE 15
SUSPENSION OF THE ACTIVITIES

1. In the event of conflict, natural disaster or riots which temporarily impede the implementation of the Program, the activities shall be suspended until the conditions to resume the Program are re-established.

2. Should any dispute arise in relation to this Agreement, the GOI retains the right to suspend, unilaterally, the execution of the Agreement until a solution has been found between the Parties pursuant to art. 16.

3. Should the cause of the suspension persist beyond a reasonable lapse of time, the GOI shall terminate the Agreement through diplomatic channels by giving the MOSA a thirty-day notice.

4. The letters exchanged to this effect shall become an integral part of the Agreement.

ARTICLE 16
DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

ARTICLE 17
COMMUNICATION

All communication and information relating to the Program activities as well as the report and other documentation shall be addressed to:

The Ministry of Social Affairs:
Badaro district
Buick Roundabout
Beirut - Lebanon

The Italian Embassy:
Rue du Palais Présidentiel
29022633 - Baabda
P.O. Box 57 – Baabda
Beirut - Lebanon

ARTICLE 18
AMENDMENT OF THE AGREEMENT

The Parties may, at any time, amend and/or add to the present Agreement (including Annex) after mutual consent that must be officially expressed by written forms (Note Verbale).

ARTICLE 19
ANNEXES

The present Agreement is composed of 19 (nineteen) Articles and the following Annex:

Annex 1: Eligibility criteria, ethical clauses, contract general principles
Annex 2: Technical Annex

The Annexes constitutes an integral part of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two originals.

Done in Beirut, on 15/07/ 2010

Gabriele Checchia	**Dr. Selim El Sayegh**
Ambassador of the Italian Republic	*Minister of Social Affairs*

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<tr><td colspan="4">TITOLO: Accordo di cooperazione tra il Governo della Repubblica Italiana e la Repubblica Bolivariana del Venezuela nel campo della protezione civile e della amministrazione dei disastri.</td></tr>
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Controparte: 26.05.2009
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(Tabella II:)</td></tr>
<tr><td colspan="4">DATA ENTR. VIGORE: 18.06.2012</td></tr>
<tr><td colspan="4">DURATA: 5 anni, prorogabili per periodi di uguale durata.</td></tr>
<tr><td colspan="4">DEN./DEC.: Si, a 6 mesi.</td></tr>
<tr><td colspan="4">NOTE:

VD.:</td></tr>
<tr><td colspan="2">CLAUSOLA ENTR.VIGORE: Art. 11</td><td colspan="2">ADEMPIMENTI INTERNI:</td></tr>
<tr><td colspan="2">“alla data dell’ultima comunicazione, con la quale le Parti si comunicano il compimento dei rispettivi adempimenti costituzionali e legali interni necessari alla sua attuazione”.</td><td colspan="2">Ratifica del Presidente della Repubblica senza provvedimenti normativi interni</td></tr>
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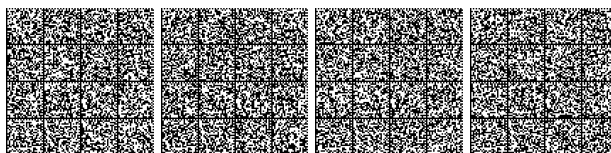

ACCORDO DI COOPERAZIONE TRA LA REPUBBLICA ITALIANA E LA REPUBBLICA BOLIVARIANA DEL VENEZUELA NEL CAMPO DELLA PROTEZIONE CIVILE ED AMMINISTRAZIONE DEI DISASTRI

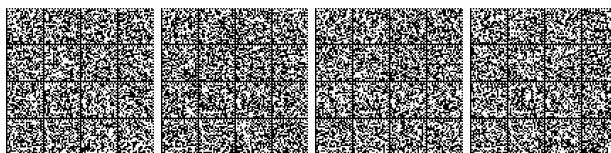
La Repubblica Italiana e la Repubblica Bolivariana del Venezuela, di seguito denominate "le Parti";

CONSIDERANDO che la cooperazione nell'ambito della protezione civile, della prevenzione e della gestione delle situazioni di emergenza contribuiscono al benessere e alla protezione delle popolazioni di entrambi i Paesi:

RICONOSCENDO che entrambi i Paesi presentano delle caratteristiche naturali che, associate ai cambiamenti climatici e alle attività dell'uomo, comportano in molti casi alti rischi con conseguenze disastrose;

hanno concordato quanto segue:

Articolo 1
Oggetto

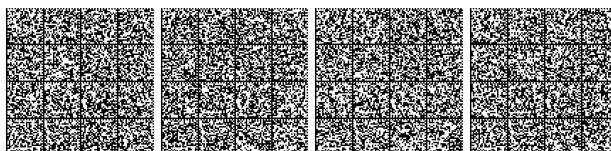
Il presente Accordo ha come oggetto lo sviluppo della cooperazione tra le Parti in materia di prevenzione e mitigazione dei rischi di origine naturale e antropica, così come la protezione e la salvaguardia della vita, dei beni e dell'ambiente, minacciati da un grave disastro di tipo naturale o tecnologico, sulla base dei principi di uguaglianza e rispetto reciproco della sovranità, compatibilmente con i rispettivi ordinamenti giuridici interni e con quanto stabilito nel presente strumento.

Articolo 2
Organi operativi

Le Parti decidono di designare come organi operativi del presente Accordo :

- Per la Repubblica Italiana, la Presidenza del Consiglio dei Ministri, tramite il Dipartimento della Protezione Civile;
- Per la Repubblica Bolivariana del Venezuela, il Ministero del Potere Popolare per gli Affari Interni e Giustizia, tramite la Direzione Nazionale della Protezione Civile e l'Amministrazione dei Disastri.

Articolo 3
Ambiti della cooperazione

Le Parti si impegnano, nell'ambito delle loro possibilità, a cooperare su:

1. La prevenzione dei rischi di origine naturale ed antropica;
2. La protezione e la salvaguardia della vita, dei beni e dell'ambiente, minacciati da disastri di tipo naturale o antropico;
3. Qualunque altro settore che le Parti decidano di comune accordo.

Articolo 4
Modalità di cooperazione

Al fine di dare attuazione alle disposizioni del precedente articolo, entrambi i Paesi faranno in modo di sviluppare le seguenti modalità di cooperazione:

1. Scambio di informazioni scientifiche e tecniche nel campo della protezione civile e dell'amministrazione dei disastri;
2. Scambio di esperti e specialisti nel settore della protezione civile e dell'amministrazione dei disastri;
3. Elaborazione di studi su problemi di interesse comune in materia di previsione, prevenzione, valutazione e gestione delle situazioni di emergenza;
4. Realizzazione di conferenze, seminari o qualsiasi altro evento organizzati dalle Parti in materia di protezione civile ed amministrazione dei disastri;
5. Formazione delle risorse umane di entrambi gli stati in tema di prevenzione e risposta ai disastri;
6. Esecuzione di opere, acquisizione di beni o prestazione di servizi da parte di istituzioni, enti, imprese o altri organismi di entrambi gli Stati;
7. Sostegno per la creazione e la organizzazione del Centro Nazionale di Prevenzione ed Attenzione ai Disastri della Direzione Nazionale della Protezione Civile ed Amministrazione dei Disastri della Repubblica Bolivariana del Venezuela;
8. Assistenza operativa in caso di disastri di origine naturale o antropica; e
9. Qualsiasi altra modalità di cooperazione che le Parti decidano di comune accordo .

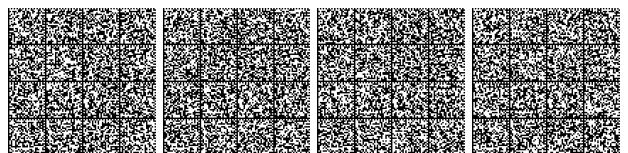
Articolo 5
Esecuzione della cooperazione

Ai fini di attuazione delle attività descritte in questo Accordo, le Parti potranno utilizzare gli strumenti che risultano loro più favorevoli per l'esecuzione della cooperazione nel campo della Protezione Civile ed Amministrazione dei Disastri, purché le stesse agiscano compatibilmente con quanto stabilito dall'ordinamento giuridico interno di entrambi gli Stati.

In tal senso, i suddetti strumenti dovranno indicare il piano di lavoro, le procedure, l'assegnazione delle risorse finanziarie e ogni altra condizione che le Parti stabiliscano di comune accordo.

Articolo 6
Gruppo di lavoro

Al fine di dare attuazione ed esecuzione al presente strumento, le Parti decidono di creare un Gruppo di Lavoro nel campo della Protezione Civile ed Amministrazione dei Disastri, il quale opererà in base all'indirizzo del Consiglio Italo-Venezuelano per la Cooperazione Economica, Industriale, Finanziaria, per le Infrastrutture e per lo Sviluppo, creato con l'Accordo-Quadro di Cooperazione Economica, Industriale, per le Infrastrutture e per lo Sviluppo tra il Governo della Repubblica Italiana e il Governo della Repubblica Bolivariana del Venezuela, sottoscritto a Caracas il 14 febbraio 2001.

Il Gruppo di Lavoro sarà composto da rappresentanti degli organi operativi, e si riunirà alternativamente nella Repubblica Italiana e nella Repubblica Bolivariana del Venezuela. Le date e l'agenda delle sue riunioni saranno stabilite dalle Parti di comune accordo.

Articolo 7
Spese

Le spese che saranno prodotte dall'applicazione del presente strumento saranno coperte dalle Parti di comune accordo, in conformità alla loro disponibilità di bilancio.

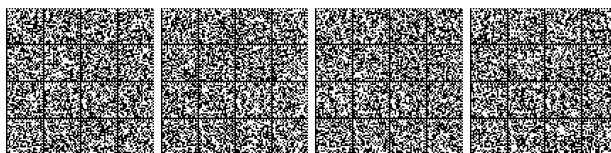
Articolo 8
Rapporto con altri trattati internazionali

Le disposizioni del presente Accordo non influenzeranno i diritti e le obbligazioni delle Parti nell'ambito di altri strumenti giuridici internazionali.

Articolo 9
Soluzione delle controversie

I dubbi e le controversie che potrebbero nascere dall'interpretazione o dall'applicazione del presente Accordo saranno risolte amichevolmente mediante negoziazione diretta tra le Parti per via diplomatica.

Articolo 10
Modifiche ed emendamenti

Il presente strumento potrà essere modificato o emendato con il comune accordo delle Parti. Le modifiche o gli emendamenti entreranno in vigore in conformità con la procedura stabilita dall'articolo relativo all'entrata in vigore dell'Accordo.

Articolo 11
Entrata in vigore e denuncia

Il presente Accordo entrerà in vigore alla data dell'ultima comunicazione, con la quale le Parti si comunicano il compimento dei rispettivi adempimenti costituzionali e legali interni necessari alla sua attuazione, ed avrà una durata di cinque (5) anni, prorogabili per periodi di uguale durata, salvo che una delle Parti comunichi all'altra, per iscritto e per via diplomatica, la sua intenzione di non prorogarlo, con almeno sei (6) mesi di anticipo rispetto alla data di estinzione.

Ciascuna delle Parti potrà denunciare il presente Accordo mediante notifica scritta trasmessa all'altra parte per via diplomatica. La denuncia avrà effetto sei (6) mesi dopo la data di ricezione della notifica.

La denuncia del presente Accordo non influenzerà l'esecuzione degli strumenti che siano stati stipulati anteriormente a detta denuncia, salvo che le Parti decidano il contrario.

Fatto nella città di Roma il giorno 23 del mese di gennaio del 2009, in due esemplari, nelle lingue italiano e castigliano, entrambi i testi facenti ugualmente fede.

Per il Governo della
Repubblica Italiana

Guido Bertolaso
Capo del Dipartimento della
Protezione Civile
Presidenza del Consiglio

Per il Governo della
Repubblica Bolivariana del
Venezuela

Alejandro Fleming
Vice Ministro per l'Europa del
Ministero del Potere Popolare per
le Relazioni Estere

ACUERDO DE COOPERACIÓN ENTRE LA REPÚBLICA ITALIANA Y LA REPÚBLICA BOLIVARIANA DE VENEZUELA EN EL CAMPO DE LA PROTECCIÓN CIVIL Y ADMINISTRACIÓN DE DESASTRES

La República Italiana y la República Bolivariana de Venezuela, en adelante denominadas "las Partes";

CONSIDERANDO que la cooperación en el ámbito de la protección civil, la prevención y el manejo de las situaciones de emergencias, contribuyen al bienestar y a la protección de las poblaciones de ambos Estados;

RECONOCIENDO que ambos países presentan características naturales, que asociadas a los cambios climáticos y a las actividades del hombre constituyen alto riesgo en muchos casos con consecuencias de desastres;

Han acordado lo siguiente:

ARTÍCULO 1
OBJETO

El presente Acuerdo tiene por objeto desarrollar la cooperación entre ambas Partes en materia de prevención y mitigación de los riesgos de origen natural y antrópicos, así como la protección y salvaguarda de la vida, los bienes y el medio ambiente, amenazados por un desastre grave de orden natural o tecnológico, sobre la base de los principios de igualdad y respeto mutuo de la soberanía, con sujeción a sus respectivos ordenamientos jurídicos internos y a lo previsto en el presente instrumento.

ARTÍCULO 2
ÓRGANOS EJECUTORES

Las Partes deciden designar como órganos ejecutores del presente Acuerdo:

- Por la República Italiana, la Presidencia del Consejo de Ministros; a través del Departamento de la Protección Civil.
- Por la República Bolivariana de Venezuela, al Ministerio del Poder Popular para Relaciones Interiores y Justicia; a través de la Dirección Nacional de Protección Civil y Administración de Desastres.

ARTÍCULO 3
ÁMBITO DE LA COOPERACIÓN

Las Partes se comprometen dentro de sus posibilidades a cooperar en:

1.- La prevención de riesgos de origen natural o antrópico;

2.- La protección y salvaguarda de la vida, los bienes y el medio ambiente, amenazados por un desastre de origen natural o antrópico;
3.- Cualquier otra área que de común acuerdo decidan las Partes.

ARTÍCULO 4
MODALIDADES DE COOPERACIÓN

Con el fin de implementar las disposiciones del artículo anterior, ambos países procurarán desarrollar las siguientes modalidades de cooperación:

1.- Intercambio de informaciones científicas y técnicas en el campo de la protección civil y la administración de desastres;
2.- Intercambio de expertos y especialistas en el sector de protección civil y administración de desastres;
3.- Realización de estudios sobre problemas de interés común en materia de previsión, prevención, evaluación y manejo de las situaciones de emergencia;
4.- Realización de conferencias, talleres o cualquier otro evento organizados por las Partes en la materia de protección civil y administración de desastres;
5.- Capacitación y formación del recurso humano de ambos Estados en el tema de prevención y atención de desastres;
6.- Ejecución de obras, adquisición de bienes o prestación de servicios por parte de instituciones, entes, empresas y demás organismos de ambos Estados;
7.- Prestación de apoyo para la creación y a la organización del Centro Nacional de Prevención y Atención de Desastres de la Dirección Nacional de Protección Civil y Administración de Desastres de la República Bolivariana de Venezuela;
8.- Asistencia operativa en casos de desastres de orden natural o antrópico; y
9.- Cualquier otra modalidad de cooperación que de común acuerdo decidan las Partes.

ARTÍCULO 5
EJECUCIÓN DE LA COOPERACIÓN

A los fines de la implementación de las actividades descritas en este Acuerdo, las Partes podrán celebrar los instrumentos que les resulten favorables para la ejecución de la cooperación en el campo de la Protección Civil y Administración de Desastres, siempre y cuando los mismos se ajusten a lo establecido en el ordenamiento jurídico interno de ambos Estados.

En tal sentido, los mencionados instrumentos deberán especificar el plan de trabajo, los procedimientos, la asignación de recursos para el financiamiento y cualquier otra condición que establezcan las Partes de común acuerdo.

ARTÍCULO 6
GRUPO DE TRABAJO

A los fines de velar por la implementación y ejecución del presente instrumento, las Partes pueden crear un Grupo de Trabajo en el campo de la Protección Civil y de Administración de Desastres, el cual actuará bajo la dirección del Consejo Italo-Venezolano para la Cooperación Económica, Industrial, Financiera, de Infraestructura y para el Desarrollo, creado en el Acuerdo Marco de Cooperación Económica, Industrial, de Infraestructura y para el Desarrollo entre el Gobierno de la República Italiana y el Gobierno de la República Bolivariana de Venezuela suscrito en Caracas el 14 de febrero de 2001.

Dicho Grupo de Trabajo estará integrado por representantes de los órganos ejecutores, y se reunirá alternadamente en la República Italiana y en la República Bolivariana de Venezuela. Las fechas y agenda de sus reuniones serán establecidas por las Partes de común acuerdo.

ARTÍCULO 7
GASTOS

Los gastos que se generen de la implementación del presente instrumento serán cubiertos por las Partes de común acuerdo, todo ello, de conformidad a su disponibilidad presupuestaria.

ARTÍCULO 8
RELACIÓN CON OTROS TRATADOS INTERNACIONALES

Las disposiciones del presente Acuerdo no afectarán los derechos y obligaciones adquiridos y contraídos por ambas Partes en otros instrumentos jurídicos internacionales.

ARTÍCULO 9
SOLUCIÓN DE CONTROVERSIAS

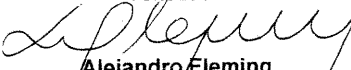
Las dudas y controversias que puedan surgir de la interpretación o aplicación del presente Acuerdo, serán resueltas amigablemente mediante negociaciones directas entre las Partes, por la vía diplomática.

ARTÍCULO 10
MODIFICACIÓN O ENMIENDA

El presente instrumento podrá ser modificado o enmendado de común acuerdo entre las Partes. Las modificaciones o enmiendas entrarán en vigor de conformidad con el procedimiento establecido en el artículo relativo a la entrada en vigencia del Acuerdo.

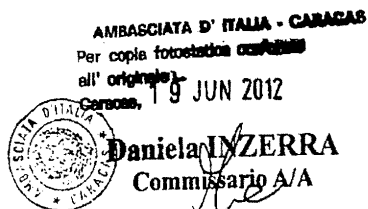
ARTÍCULO 11
ENTRADA EN VIGOR Y DENUNCIA

El presente Acuerdo entrará en vigor en la fecha de la última comunicación, a través de la cual las Partes se comuniquen el cumplimiento de sus respectivos requisitos constitucionales y legales internos para tal fin, y tendrá una duración de cinco (5) años, prorrogable por períodos iguales, salvo que una de las Partes comunique a la otra, por escrito y por la vía diplomática, su intención de no prorrogarlo, con un mínimo de seis (6) meses de antelación a la fecha de su expiración.

Cualquiera de las Partes podrá denunciar el presente Acuerdo, mediante notificación escrita a la otra, por la vía diplomática. La denuncia surtirá efectos a los seis (6) meses de recibida la notificación.

La denuncia del presente Acuerdo no afectará la ejecución de los instrumentos que hayan sido acordados con anterioridad a dicha denuncia, salvo que las Partes acuerden lo contrario.

Hecho en la ciudad de Roma a los 23 días de enero de 2009, en dos ejemplares originales, en los idiomas italiano y castellano no, siendo ambos textos igualmente auténticos.

Por la República Italiana	Por la República Bolivariana de Venezuela
Guido Bertolaso	**Alejandro Fleming**
Jefe del Departamento de la Protección Civil	Viceministro para Europa del
Presidencia del Consejo	Ministerio del Poder Popular para Relaciones Exteriores

AMBASCIATA D'ITALIA

1191

La Embajada de Italia saluda muy atentamente al Honorable Ministerio del Poder Popular para las Relaciones Exteriores de la República Bolivariana de Venezuela, Viceministerio para los Países de Europa, y haciendo referencia a la Nota Verbal de ese Honorable Ministerio n. 2117 del 26.5.2009 sobre el tema del Acuerdo de Cooperación entre la República de Italia y la República Bolivariana de Venezuela en el campo de la Protección Civil y la Administración de Desastres, tiene el honor de informar que han sido concluidos los procedimientos constitucionales y legales internos necesarios para la ratificación del mismo por parte de la República de Italia.

En consecuencia, el Acuerdo ratificado entrará en vigencia a partir de la fecha de la presente Nota Verbal, de acuerdo a lo indicado en el Artículo 11 del Acuerdo mismo.

La Embajada de Italia, agradeciendo de antemano los buenos oficios de esa honorable Cancillería, hace propicia la oportunidad para reiterar al Honorable Ministerio del Poder Popular para las Relaciones Exteriores de la República Bolivariana de Venezuela, Viceministerio para los Países de Europa, las seguridades de su más alta estima y consideración.

Caracas, 18 JUN 2012

HONORABLE MINISTERIO DEL PODER POPULAR
PARA LAS RELACIONES EXTERIORES
Viceministerio para los Países de Europa
CARACAS

TRADUZIONE D'UFFICIO

n. 1191

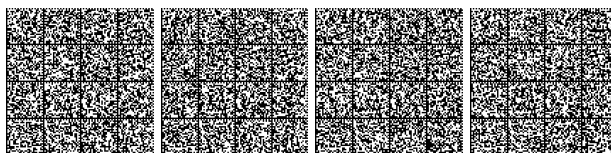
L'Ambasciata d'Italia saluta attentamente l'Onorevole Ministero del Potere Popolare per gli Affari Esteri della Repubblica Bolivariana del Venezuela, Viceministero per i Paesi dell'Europa, e facendo riferimento alla Nota Verbale di codesto Onorevole Ministero n. 2117 del 26.5.2009 riguardante il tema dell'Accordo di Cooperazione tra la Repubblica italiana e la Repubblica Bolivariana del Venezuela nel campo della Protezione Civile e l'Amministrazione dei Disastri, ha l'onore di informare che si sono conclusi gli adempimenti costituzionali e legali interni necessari alla ratifica dello stesso da parte della Repubblica italiana.

Di conseguenza, l'Accordo ratificato entrerà in vigore dalla data della presente Nota Verbale, ai sensi di quanto disposto dall'Articolo 11 dell'Accordo stesso.

L'Ambasciata d'Italia, ringraziando anticipatamente la buona volontà di codesta Onorevole Cancelleria, approfitta dell'occasione per ribadire all'Onorevole Ministero del Potere Popolare per gli Affari Esteri della Repubblica Bolivariana del Venezuela, Viceministero per i Paesi dell'Europa, la sicurezza della sua più alta stima e considerazione.

Caracas, 18 giugno 2012

Onorevole Ministero del Potere Popolare
per gli Affari Esteri
Viceministero per i Paesi dell'Europa
CARACAS

AMBASCIATA D' ITALIA - CARACAS
Per traduzione conforme all' originale
in lingua spagnola
Caracas, 19 JUN 2012
Daniela INZERRA
Commissario A/A

01 JUN 2009

REPÚBLICA BOLIVARIANA DE VENEZUELA
MINISTERIO DEL PODER POPULAR PARA
RELACIONES EXTERIORES

002117

EL MINISTERIO DEL PODER POPULAR PARA RELACIONES EXTERIORES, Consultoría Jurídica, Coordinación de Registro y Control, saluda muy atentamente a la Honorable Embajada de la República Italiana, en la oportunidad de hacer referencia al Acuerdo de Cooperación entre la República Bolivariana de Venezuela y la República Italiana en el Campo de la Protección Civil y Administración de Desastres, suscrito en la Ciudad de Roma, el 23 de enero de 2009.

Sobre el particular, se hace del conocimiento de esa Honorable Misión Diplomática, el cumplimiento por parte de la República Bolivariana de Venezuela de los requisitos constitucionales internos para la entrada en vigor del citado Instrumento Internacional. En este sentido, el prenombrado Acuerdo entrará en vigencia en la fecha de la comunicación de su Ilustre Gobierno, de conformidad con lo previsto en el artículo 11 del texto.

EL MINISTERIO DEL PODER POPULAR PARA RELACIONES EXTERIORES, Consultoría Jurídica, Coordinación de Registro y Control, hace propicia la ocasión para reiterarle a la Honorable Embajada de la República Italiana, las seguridades de su más alta y distinguida consideración.

Caracas, 26 MAY 2009

Ambasciata D'Italia - Caracas
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MAYO 2009
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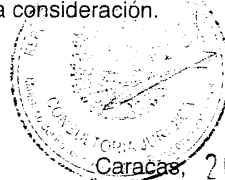
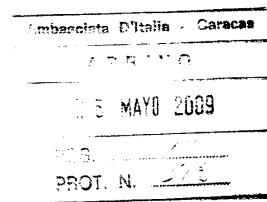

A la Honorable
Embajada de la República Italiana
Caracas

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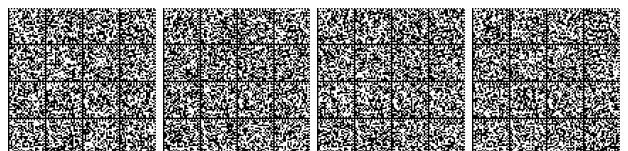
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